

STATE OF ALABAMA)

JEFFERSON COUNTY) July 6, 2010

The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 George F. Bowman

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Minutes of June 29, 2010, be approved.

Voting "Aye" Carns, Humphries, Bowman and Collins.

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 2 participants

Donald R. McAllister	Orange Beach, Alabama	\$1,667.00
Robert Rogers	AAAO Summer Conference & Pre-Conference August 8-13, 2010	\$1,667.00

Emergency Management Agency - 2 participants

Allen Kniphfer	Atlanta, Georgia	\$597.00
Horace Walker	Strategic National Stockpile Summit July 26-29, 2010	\$597.00

Individual Staff Development

E. Wayne Sullivan	Roads & Trans	Reno, Nevada	\$1,236.36
		NACO Transportation Steering Committee Meetings July 15-18, 2010	

Jeffrey Lee Moehring	Roads & Trans	Pelham, Alabama	\$125.00
		Geospatial Concepts, Capabilities, Tools & Technology Course July 29, 2010	

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Carns, Humphries, Bowman and Collins.

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.

RECOMMENDED THAT THE ENCUMBRANCE JOURNAL BE APPROVED (THIS REGISTER IS ON FILE IN THE PURCHASING DEPARTMENT)

1. SHERIFF'S DEPARTMENT BIRMINGHAM CORRECTIONS FROM R0131N SON TEXTILES, GARDENA, CA, FOR CONTRACT RENEWAL FOR INMATE CLOTHING FOR THE PERIOD OF 6/26/10 TO 6/27/11.
REFERENCE BID # 177-08 \$11,421.00 TOTAL
2. ENVIRONMENTAL SERVICES FROM SANTEK ENVIRONMENTAL INCORPORATED, CLEVELAND, TN, TO PAY INVOICES FOR WASTE DISPOSAL COSTS AT COUNTY LANDFILLS. REFERENCE BID # 2000044561
\$5,000.00 TOTAL
3. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM DUNK CONSTRUCTION, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/1/10 TO 3/30/11. SAP PURCHASE ORDER # 2000044572 EST. \$100,000.00 TOTAL
REFERENCE BID # 89-10

4. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM WADE, SAND & GRAVEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GRAVEL AND STONE PRODUCTS FOR THE PERIOD OF 10/1/09 TO 9/30/10. SAP PURCHASE ORDER # 2000036186 \$12,500.00 TOTAL REFERENCE BID # 93-08
5. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GRAVEL AND STONE PRODUCTS FOR THE PERIOD OF 10/1/09 TO 9/30/10. SAP PURCHASE ORDER # 2000036165 \$12,500.00 TOTAL REFERENCE BID # 93-08
6. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM CUMMINS MIDSOUTH LLC, BIRMINGHAM, AL, FOR GAS POWERED GENERATORS. SAP PURCHASE ORDER # 2000041721 \$15,334.00 TOTAL REFERENCE BID # 114-10R
7. ENVIRONMENTAL SERVICES CAHABA RIVER WWTP FROM BEARINGS AND POWER TRANSMISSIONS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE ONE (1) SEW-EURODRIVE PARALLEL SHAFT GEAR BOX. SAP PURCHASE ORDER # 2000044555 \$46,085.66 TOTAL REFERENCE BID # 163-10
8. ENVIRONMENTAL SERVICES FROM DEC CONSTRUCTION INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMERGENCY SEWER CLEANUP. SAP PURCHASE ORDER # 2000036639 \$22,000.00 TOTAL
9. ENVIRONMENTAL SERVICES TURKEY CREEK WWTP FROM ALABAMA PIPING COMPONENTS LLC, BIRMINGHAM, AL, FOR REPAIRS TO WASTE WATER TREATMENT PLANT. SAP PURCHASE ORDER # 2000044590 \$13,225.00 TOTAL
10. GENERAL SERVICES FROM ADI, ATLANTA, GA, FOR SURVEILLANCE CAMERA ACCESSORIES. SAP PURCHASE ORDER # 2000044667 \$6,845.27 TOTAL
11. COOPER GREEN MERCY HOSPITAL FROM MITYLITE, OREM, UT, TO PURCHASE SEVENTY FIVE (75) COMFORT SERIES 400 CHAIRS AND TWENTY FIVE (25) BLACK RECTANGULAR TABLES. SAP PURCHASE ORDER # 2000044705 \$10,454.00 TOTAL
12. JEFFERSON COUNTY TAX COLLECTORS FROM THE BIRMINGHAM NEWS, CHARLOTTE, NC, TO PAY FOR CITATION AD IN BIRMINGHAM NEWS 3/12/2010. SAP SHOPPING CART # 1000134294 \$27,951.00 TOTAL
13. PERSONNEL BOARD OF JEFFERSON COUNTY FROM BUSINESS SOFTWARE INCORPORATED, NORCROSS, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MAINTENANCE AND SUPPORT FOR LAWSON TAX MODULE. SAP PURCHASE ORDER # 2000043941 \$430.50 TOTAL

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the Purchasing Minutes be approved. Voting "Aye" Humphryes, Carns, Bowman and Collins.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/06/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	DocNo
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BOBBY; USB-PS2 CABLES	INFO TECH: NETWORK SUPPORT	38.97	1900040434
DISTRICT 2	1002785	WILLIAM VOIGT	REIMBURSEMENT FOR TRAVEL MAY 13-15, 2010	SENIOR CITIZEN SERVICES	66.56	1900038033
*DISTRICT 2					105.53	
DISTRICT 3	1000033	ALABAMA POWER COMPANY	OUT OF RATIO COSTS-SIGNAL @ CORNER HIGH SCL	R&T: TRAFFIC ENGINEERING	3,775.27	1900040098
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL FINGER PRINT FEE	R&T: HIGHWAY MAINT-KETONA	89.25	1900040541
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BE READY DAY LUNCH MEETING	EMERGENCY MANAGEMENT AGENCY	81.42	1900040446
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT	R&T: ADMINISTRATION	7.99	1900039870
DISTRICT 3	1000193	JEFFERSON CO TREASURER	10 ADPH MORT GRANT - CONTAINERS / TOOL BOXES	EMERGENCY MANAGEMENT AGENCY	339.83	1900040534
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL LICENSE	R&T: HIGHWAY MAINT-KETONA	20.50	1900040166
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRINTER	R&T: HIGHWAY MAINT-KETONA	149.99	1900040119
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FOOD, EOC ACTIVATION, SUPPLIES	EMERGENCY MANAGEMENT AGENCY	169.25	1900040447
DISTRICT 3	1000193	JEFFERSON CO TREASURER	008 LET GRANT REIMBURSEMENT - BATTERY PACK	EMERGENCY MANAGEMENT AGENCY	198.00	1900040445
DISTRICT 3	1000358	MARSHALL & SWIFT	RENEW 2010 MARSHALL & SWIFT VAL SERV/COST BK	R&T: RIGHT OF WAY	724.15	1900040013
DISTRICT 3	1023150	JONES & BERRY PC	J&BTRUST ACCT TR 5ROW ACQ MORGAN ROAD	R&T: ADMINISTRATION	169,500.00	1900039854
DISTRICT 3	1025915	YELAH LTD PARTNERSHIP	TR. 42 YELAH LIM PART DEMO-REMOV MORGAN RD	R&T: ADMINISTRATAION	3,800.00	1900040080
*DISTRICT 3					18,292.81	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CORONER RECEIPT BOOK	CORONER/MEDICAL EXAMINER	3.29	1900038303
DISTRICT 4	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	CORONER/MEDICAL EXAMINER	52.82	1900039727
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	220.00	1900040536
DISTRICT 4	1000193	JEFFERSON CO TREASURER	WATER	GEN SVCS: ADMINISTRATION	15.96	1900040087
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	83.16	1900040174
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SHARPEN BLADE; PEST PERMIT LICENSE; TIE WIRE	GEN SVCS: ADMINISTRATION	74.99	1900040526
DISTRICT 4	1000193	JEFFERSON CO TREASURER	UPS CHARGE	GEN SVCS: ADMINISTRATION	7.94	1900040439
DISTRICT 4	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	134.00	1900040175
DISTRICT 4	1002876	ANNE-MARIE ADAMS	COMPENSATION-ABSENTEE ELECTIONS MGR 6/1/10	GEN SVCS: ELECTIONS	9,200.00	1900040587
DISTRICT 4	1019707	GERALDINE FRANKLIN	SEMINAR REIMBURSEMENT	CGH: ADMINISTRATION	75.00	1900037931
DISTRICT 4	1025847	BENNY R WATSON	COMPENSATION-ABSENTEE ELECTIONS MGR 6/1/10	GEN SVCS: ELECTIONS	9,200.00	1900040588
DISTRICT 4	1025991	PLEASANT RIDGE BAPT CHCH	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900040538

*DISTRICT 4						19,107.16
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HAMMER; CAPACITOR; IR CONVERSION KIT	ES: VALLEY CREEK WWTP		395.83 1900040162
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PROBE BARS	ES: INSP ENG & CONSTRUCTION		399.00 1900040164
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES; FREON; MOTOR; BLADES	ES: VALLEY CREEK WWTP		487.29 1900040525
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: PACKAGE WWTP & PUMP STATIO		244.61 1900040519
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATORADE; HAMMER; PLIERS; BEARINGS	ES: VALLEY CREEK WWTP		110.33 1900040110
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE, FUSE, CARTRIDGE	ES: TRUSSVILLE WWTP		47.99 1900040109
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUGS; CEMENT; FITTINGS	ES: CAHABA RIVER WWTP		34.67 1900040520
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS; WIRE; VALVES	ES: CAHABA RIVER WWTP		77.59 1900040112
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GAS, PIPE	ES: TURKEY CREEK WWTP		220.00 1900040097
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FOAM; NITROGEN REFILL; HVAC PARTS; IR FILTERS	ES: VALLEY CREEK WWTP		590.40 1900040500
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GREASE COMPOUND, UV PARTS	ES: INSTRUMENT SHOP		43.71 1900040111
*DISTRICT 5						2,651.42
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PENS AND PENCIL ERASERS 2 BOXES	SHER CORRECT-BIRMINGHAM		30.99 1900040517
JOINT RESPON	1000193	JEFFERSON CO TREASURER	RECORDED LEVIES	SHERIFF ENFORCE-BIRMINGHAM		30.00 1900040086
JOINT RESPON	1018326	WHITE ARNOLD ANDREWS	LEGAL FEES 23390/23026/22956/22729/21118	PROBATE COURT		22,757.48 1900040628
*JOINT RESPON						22,818.47
**						226,975.39

Motion was made by Commissioner Carns seconded by Commissioner Bowman that the Unusual Demands be approved. Voting "Aye" Carns, Bowman, Collins and Humphryes.

REQUEST FOR CERTIFICATION

Department of Revenue - Birmingham

Account Assistant II - 2 positions

Business Manager

Tax Assessor - Birmingham

GIS Tech I

Information Services - Technical Services

Computer Operator III

Information Services - Network Support

Personal Computer Network Technician

Environmental Services - E&C - Construct Sewer Line

Construction Equipment Operator - 2 positions

Environmental Services - Trussville WWTP

WWTP Supt

Environmental Services - Turkey Creek WWTP

WWTP Supt

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman, that the Request for Certification be approved.

Voting "Aye" Humphryes, Bowman, Carns and Collins.

Communication was read from Budget & Management recommending the following:

1. Family Court \$2,000

Shift funds from operating to capital equipment and add purchasing memorandum to purchase 28 notebook computers and a computer workstation. No Additional Funds Required.

2. Environmental Services \$7,400

Add purchasing memorandum to purchase a notebook computer and an analytical balance. No Additional Funds Required.

FOR INFORMATION ONLY

- Personnel Board \$10,637.76

Shift funds from operating to capital equipment and add purchasing memorandum to purchase testing equipment. No Additional Funds Required.

Motion was made by Commissioner Carns seconded by Commissioner Bowman that the Budget Amendments be approved. Voting "Aye" Carns, Bowman, Collins and Humphryes.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute the Agreement between Jefferson County and ADS, LLC in an amount not to exceed \$15,000.00. This agreement provides for professional engineering training services for the pipeline assessment and certification program.

PIPELINE ASSESSMENT AND CERTIFICATION PROGRAM (PACP) TRAINING

This AGREEMENT, made this the day of , 2010 by and between Jefferson County in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and ADS, LLC, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY provide PACP training to COUNTY personnel.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the County and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

The goals of the COUNTY and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to:

NASSCO TRAINING (PACP)

ADS will provide a certified NASSCO instructor to provide two training sessions on PACP for up to twenty total employees of the County. The training will include the following:

Course Content

The Course will provide the student a thorough indoctrination of the PACP coding procedures, provide an opportunity for students to ask questions and clarify various aspects of the program, and insure the contents of the PACP have been adequately conveyed to the student through the successful completion of the certification examination.

The objectives of the training course are as follows:

Day 1

Module 1 Introduction (Section 1 of the PACP Reference Manual)

Module 2 Background to technical issues

Module 3 Overview of condition categorization

Module 4 Standard CCTV Inspection Form Header Section (Section 2 of the Reference Manual)

Module 5 Standard CCTV Inspection Form Details Section (Section 3 and Section 4 of the Reference Manual)

Module 6 Observation and Defect Coding

Structural Defects (Section 5 of the Reference Manual)

Day 2 - first half

Module 6 (cont.) Operational and Maintenance Defects (Section 6 of the Reference Manual)

Construction Features (Section 7 of the Reference Manual)

Miscellaneous Features (Section 8 of the Reference Manual)

Course Review

Sample Coding

Day 2 - second half

Manhole Module

Practical Tests

ADS will provide course materials for each attendee.

Specifically excluded in the scope of work under this AGREEMENT is actual construction, repair, renovation or maintenance of any component of the COUNTY'S sewer system by the CONSULTANT.

SECTION 1 OBLIGATION OF THE CONSULTANT TO THE COUNTY

PACP TRAINING

Under this AGREEMENT, the CONSULTANT will provide the following professional services: 1. Provide two training sessions to a total of twenty County employees for Pipeline Assessment and Certification Program Training and administer the required exam for certification. Work shall begin on the date of the Notice to Proceed and continue for twelve (12) months, unless terminated earlier by the County.

SECTION 2 OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Provide the CONSULTANT a venue for the PACP training and exam to be administered.
2. Designate a project manager to coordinate CONSULTANT'S work and to assist as COUNTY'S representative with respect to the work to be performed under this AGREEMENT.

ARTICLE II TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT upon receipt of written notice from the County to proceed. The County will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be performed within twelve (12) months after NTP.
3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the County and the Consultant may decide at the County's option to enter into negotiations to extend the scope of work and time of the contract.

ARTICLE III PAYMENT

SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, the COUNTY will pay the CONSULTANT in accordance with the unit prices shown in Attachment 1. The COST CEILING for this AGREEMENT shall be Fifteen Thousand Dollars (\$15,000.00) which shall not be exceeded except by a formal amendment to this AGREEMENT. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within ten (10) days of receipt of the Consultant's payment request by the County Finance Department.

SECTION 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 1 CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fees or cost ceiling will be made on a proportionate basis.

SECTION 2 OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnish to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

SECTION 3 CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article 11 Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

2. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 TERMINATION OF CONTRACT FOR BREACH

A. The Contract may be terminated by the County for Consultant's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the Consultant is insufficient to complete the Work within the specified time.

2. Deliberate failure on the part of the Consultant to proceed with the Work when so instructed by the County or to observe any requirement of these Specifications.

3. Failure on the part of the Consultant to promptly make good any defects in the work that maybe called to his attention by the County.

4. In case the Consultant becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

B. Before the Contract is terminated, the Consultant will first be notified in writing by the County of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Consultant to correct the conditions for which complaint is made, the County may declare the Contract terminated and will notify the Consultant accordingly.

C. Upon receipt of notice from the County that the Contract has been terminated, the Consultant shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The County may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the Consultant) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the County by the Consultant.

SECTION 7 CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

SECTION 8 RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense 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 consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

The CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$ 300,000.00
Automobile and Truck Bodily Injury Liability	\$ 300,000.00
Workers Compensation	Statutory
Professional Liability Insurance	\$1,000,000.00

A thirty day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 SUBLETTING, ASSIGNMENT OF TRANSFER

There shall be no assignment, subletting or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 11 EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices and procedures of the COUNTY.

SECTION 13 CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor to maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY government, and copies thereof shall be furnished if requested.
2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:
 - A. Non-Discrimination:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965.
 - B. Solicitations of Subcontractor, Including Procurement or Materials and Equipment:

In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin. C. Sanctions of Noncompliance:

In the event of the CONSULTANT'S noncompliance with any provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 EXECUTORY CLAUSE

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executed only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ADS LLC on the day of , 2010, and the COUNTY on the day of 2010.

ADS LLC

Kar Boone, President

RECOMMENDED:

Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-610

AMENDMENT NO. 6 TO THE
JEFFERSON COUNTY COMMISSION
NOVEMBER 14, 2006
RESOLUTION OF ORGANIZATION

WHEREAS, William Bell, Commissioner District 1, resigned from the Jefferson County Commission on January 25, 2010; and
WHEREAS, George F. Bowman was elected Jefferson County Commissioner for District 1 at the Special Election on June 22, 2010, to fill the remainder of said term and has qualified and taken office.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission November 14, 2006 Resolution of Organization is hereby further amended as follows:

1. All references to the name William Bell are hereby deleted.
2. The name of George F. Bowman is hereby substituted as the duly elected Commissioner of District 1.
3. George F. Bowman is hereby designated as the Commissioner of the Department of Health and Community Services.
4. Jim Carns is hereby designated as the President Pro Tempore.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that this Amendment shall be effective Friday, July 2, 2010, immediately following certification of the results of the Special Election by the Jefferson County Election Commission.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-611

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Dell Marketing LP to provide rack mounted servers for various County departments and PACA members as needed for a term beginning upon approval and ending April 30, 2011 in an amount not to exceed \$300,000.

CONTRACT NO 94-10

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st June, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and DELL MARKETING LP called "the Contractor". The effective date of this agreement shall be June 1, 2010. WHEREAS, the County desires to furnish said goods and services to the Jefferson County Commission various departments and Purchasing Association of Central Alabama (PACA) Members on an as-needed basis, and

WHEREAS, the Contractor desires to furnish said goods and services to the County and Purchasing Association of Central Alabama (PACA) Members.

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 GOODS & SERVICES: This contract results from Jefferson County's Request for RFP No. 9410. The RFP describes the scope of goods and services called for and the Response contains the statements and representations of the Contractor, thereto. The contractor shall provide Media/Rack Mounted Server: the response from DELL MARKETING LP constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows, but not limited to:

<u>DESCRIPTION</u>	<u>SPECIFICATIONS</u>
Processor:	E5520 Xeon Processor, 2.26GHz 8M Cache, Turbo, HT, 1066MHz Max Mem Embedded Broadcom, GB Ethernet NICS with TOE Heat Sink for 1Processor No Second Processor
Hard Drive:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive
Hard Drive Controller:	PERC H200IntegratedRAID Controller, x6 Power Saving BIOS Setting
Operating System:	No Operating System
Modem:	iDRAC6 Express
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL
	Bezel
	Riser with 2 PCIe x8 + 2 PCIe x4 Slot
Documentation Diskette:	Management Console
Documentation Diskette:	Electronic System Documentation and Open\4anage DVD Kit
Additional Storage Products:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive
Feature	RAID 1 for H700, PERC 6/i, H200 or SAS 6/iR Controllers
Feature	Sliding Ready Rails With CableManagement Arm
Service:	Hardware Limited Warranty Extended 4 Year Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 4 Year
Misc:	Energy Smart Power Supply Redundant, 570W
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
TOTAL FOR ITEM: 3 AS SPECIFIED	\$2,726.00

<u>DESCRIPTION</u>	<u>SPECIFICATIONS</u>
Base Unit:	Chassis with up to 4 Hot-Plug Hard Drives and LCD diagnostics
Processor:	E5520 Xeon Processor, 2.26GHz 8M Cache, Turbo, HT, 1066MHz Max Mem
Memory:	6GB Memory (3x2GB), 1066MHz Dual Ranked RDIMMs for 1 Processor, Optimized Single Processor Only No Second Processor
Hard Drive:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive
Hard Drive Controller:	PERC H200 Adapter RAID Controller
Hard Drive Controller:	PERCH200 Cable for HotPlug Chassis

Operating System:	No Operating System
	Idrac6 Express
	Optical Cable 8410
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL
	Bezel
Documentation Diskette:	Management Console
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit
Additional Storage Products:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive
Feature	RAID 1 for PERC/SAS 6ir, PERC H200/H700 Controllers
Feature	Sliding Ready Rails with CableManagement Arm
Service:	Hardware Limited Warranty Extended 4 Year
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 4 Year
Misc:	Power Supply, Redundant, 500W (330-4141)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
TOTAL FOR ITEM: 2 AS SPECIFIED	\$2192.00
	<u>DESCRIPTION</u>
Base Unit:	Chassis for U to Six 3.5-Inch Hard Drives
Processor:	E5520 Xeon Processor, 2.26GHz 8M Cache, Turbo, HT, 1066MHz Max Mem
	12GB Memory (6x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Optimized
	Embedded Broadcom, GB Ethernet NICS with TOE and ISCSI Offload Enabled
Video Memory:	Embedded Broadcom, GB Ethernet NICS with TOE
	PowerEdge 8710 Heat Sink for 1 Processor
	No Second Processor (311-3928)
Hard Drive:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Hotplug Hard Drive
	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache, x6
Hard Drive Controller:	Chassis
Floppy Disk Drive:	Power Saving BIOS Settin
Operating System:	No Operating System
Modem:	iDRAC6 Express
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL
Sound Card:	Bezel (313-7517)
Speakers:	Riser with 2 PCIe x8 + 2 PCIe x4 Slot
Documentation Diskette:	Management Console
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit
Additional Storage Products:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Hotplug Hard Drive
Feature	RAID 1 for H700, PERE 6/i, H200 or SAS 6/iR Controllers
Feature	Sliding Ready Rails With CableManagement Arm
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 4 Year
Service:	Basic support covers BATA Hard Drive for 1 year only regardless of support duration on the system
Misc:	High Output Power Supply Redundant, 870W
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
TOTAL FOR ITEM: 3 AS SPECIFIED	\$3,150.00
	<u>DESCRIPTION</u>
Base Unit:	Chassis for Up to Six 3.5-Inch Hard Drives
Processor:	E5520 Xeon Processor, 2.26GHz 8M Cache, Turbo, HT, 1066MHz Max Mem
Memory:	24GB Memory (12x2GB), 1066MHz Dual Ranked UDIMMs for 2 Processors, Optimized
	Embedded Broadcom, GB Ethernet NICS with TOE and ISCSI Offload Enabled
	Embedded Broadcom, GB Ethernet NICS with TOE
Processor 2:	E5520 Xeon Processor, 2.26GHz 8M Cache, Turbo, HT, 1066MHz Max Mem
	Heat Sinks for 2 Processors
Hard Drive:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Ho lu Hard Drive
Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache, x6 Chassis
Floppy Disk Drive:	Power Saving BIOS Setting
Operating System:	No Operating System
Modem:	Idrac6 Express
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL
Sound Card:	Bezel
Sound Card:	Bezel
Documentation Diskette:	Management Console
Documentation Diskette:	Management Console
Additional Storage Products:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Hotplu Hard Drive
Feature	RAID 1 for H700, PERC 6/i, H200 or SAS 6/Ir Controllers
Feature	Sliding Ready Rails With CableManagement Arm
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 4 Year

Service:	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system
Misc:	High Output Power Supply Redundant, 870W
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter
TOTAL FOR ITEM: 4 AS SPECIFIED	\$3,987.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render goods and services to Jefferson County Commission various departments and PACA members on an asneeded basis any time after the effective date of this Contract. The Contract term expires on April 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

4. 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 subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

7. COMPENSATION: The Contractor shall be compensated for services rendered at a cost shown on Item 2: Scope of Goods and Services or payable monthly per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

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

9. NONDISCRIMINATION 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.

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

11. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

12. 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.

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

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

15. 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.

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

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

18. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

WITNESSES :

DEL MARKETING LP

Lesley A. Braun

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-612

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Teklinks, Inc. to provide Cisco equipment and software for various County Departments and PACA members for a term ending June 30, 2011 in an amount not to exceed \$500,000.

CONTRACT NO. 137-10

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 9th June, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and Teklinks called "the Contractor". The effective date of this agreement shall be July 1, 2010

WHEREAS, the County desires to contract for professional services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for Bid No. 13710 The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. See attached Bid; the response from TEKLINKS constitutes essential components of this Contract and is adopted herein by reference. Those three components and this CONTRACT document constitute

the entire agreement between the parties. The Scope of Services are as follows:

<u>DESCRIPTION</u>	<u>CATALOG DESCRIPTION PERCENTAGE</u>
Cisco Equipment and software products	44.1%

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render professional services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on June 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the Cisco equipment and software products less the 44.1 % discount and payable per submission of invoice; payment terms are Net 30.

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

7. 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.

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

9. NONDISCRIMINATION 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.

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

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

15. 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.

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

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.

WITNESSES:

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

WITNESSES:

TEKLINK, INC.
James Fisher All

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-613

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and City of Vestavia Hills, Alabama for election services for a municipal election to be held August 24, 2010 in the amount of \$10,527 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 11th day of June, 2010, by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the city of Vestavia Hills, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on August 24, 2010, and

WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and the County do mutually agree as follows:

1. For the election on August 24, 2010. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following amounts herein specified:

- a. Voter List for posting / publishing (\$11.00 er thousand names rounded up) \$528.00
(2 @ \$264.00 each
- b. Voter List on Compact Disk (\$11.00 per thousand names rounded up plus \$45) \$309.00
(1)
- c. \$450 for each County voting machine requested by the City for use in the election. This does not include the provision of

ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials. The City requests a total of 20 County voting machines for a total cost of \$\$9,000.00.

d. \$100 for each laptop/electronic poll book (which shall contain a complete list of each voter's name, address, and polling location) requested by the City for the use in the election. The City requests a total of 7 laptop/electronic poll books for a total cost of \$700.00

e. \$15 for each cellular telephone requested by the City for use in the election. The City requests a total of 6 cell phones for a total cost of \$ 90.00

f. Total cost for election services and equipment \$10,627.00

2. Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide election day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

a. An absentee list.

b. A supplemental absentee list

c. Voter books for each voting polling location.

d. Provisional vote count.

3. The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

4. This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County. Commission

CITY OF VESTAVIA HILLS, ALABAMA

_____, Mayor

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-614

WHEREAS, Tri State Institute desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNT COMMISSION that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Tri State Institute for Program Year 2010.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-615

WHEREAS, Tri State Institute desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNT COMMISSION that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Tri State Institute for Program Year 2010.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-616

BE IT RESOLVED, by the Jefferson County Commission that the president, Bettye Fine Collins, be and she is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Khafra for engineering services associated with the Muscoda Park Improvements Project (CD09-03F-U02-MPI). The fee for these services will be Thirty Three Thousand Five Hundred and 00/100 Dollars (\$33,500.00), and will be paid for in full with federal funds. This project is from the Program Year 2009 funds.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-617

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Craneware, Inc. to provide a Charge Master toolkit and online software for a period of one year beginning April 1, 2010 in the amount of \$20,342.50.

CRANEWARE

TERMS AND CONDITIONS

This agreement entered into this 1st day of April, 2010, by and between the Jefferson County Commission, d/b/a Cooper Green Mercy Hospital hereinafter referred to as "Hospital," and Craneware Inc, hereinafter referred to as the "Contractor" is hereby effective April 1, 2010 as follows:

WHEREAS, The Hospital desires to contract for Charge description Master (CDM) management services and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. ENGAGEMENT OF CONTRACTOR: Hospital hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services provided under this Contract as required by Hospital to deliver the services identified herein. The Contractor shall provide Chargemaster Description Master Management/ Compliance service to the Hospital and shall make available to the Hospital their Chargemaster Toolkit which has formatted information for creation of CDM files to input into the Chargemaster Toolkit software issued to the facility. The Hospital and Contractor shall work with the County's IT department to put the system online and available for use by the hospital Billing Department.
3. CONTRACTOR OBLIGATIONS:
 - i Upon request, technical support will be given by telephone, fax, modem and mail as to use of the Software and to the diagnosis and rectification of faults in the Software, but not in respect of use or malfunction of hardware, operating systems or printers. This service shall be provided between the hours of 9am and 5pm EST Monday to Friday (excluding public holidays) through Craneware's Internet HELPDESK or Email support a craneware.com. Craneware shall use reasonable endeavors to respond within twenty-four (24) hours of the request.
 - ii From time to time, at its sole discretion, Craneware may issue modifications in respect of the Software whether in whole or in part.
 - iii From time to time, Craneware may issue new releases of the Software including Software documentation. During the length of this contract Craneware will ensure that the software updates of the Chargemaster Toolkit are available for use by "The County".
 - iv Upon request, Craneware will process the Charge Description Master File which is received in a form and format which has been previously agreed by Craneware.
4. HOSPITAL OBLIGATIONS:
 - i Ensure the Software is used only in accordance for which the Software has been licensed and supplied
 - ii Maintain and operate the Software in a proper and prudent manner in accordance with such advice and instruction as Craneware may issue from time to time, and allow its use only by competent and authorized personnel.
 - iii Keep a minimum of 3 (three) separate backups of Client's current data (for use in rotation) of a standard and frequency to allow recovery of information without undue loss of staff time.
 - iv Not permit any alteration in the Software, the operating instructions or the manual save by written consent from Craneware or any dealer expressly approved by Craneware in writing.
 - v Make available to Craneware without charge, any information or facilities to enable Craneware to discharge its obligations

under this agreement including, but not limited to, computer print outs, photocopies of documents, provided always that Craneware shall hold as confidential any such information provided by Client.

vi. Notify Craneware of any defect or alleged defect within a period of time not exceeding 30 (thirty) days from the date the said defect has become apparent.

vii. Be responsible for ensuring that the Software is suitable for the purposes intended.

5. TERMS OF AGREEMENT:

The Hospital may terminate this Agreement forthwith upon (30) thirty days written notice without liability in any of the following circumstances.

i. This Agreement shall have an initial term of one (1) year commencing on April 1, 2010. This Agreement shall renew for successive one (1) year terms for a total of two (2) additional years unless canceled by either party with written notice of 30 (thirty) days prior to the end of the then applicable term

ii. Hospital may terminate this Agreement due to a breach by Craneware of any of the terms and conditions of this Agreement, and in circumstances where such a breach is capable of rectification and has failed to be rectified within 30 thirty (30) days of Craneware receiving written notice, then the county shall be entitled to a prorated refund of the Agreement fee previously paid to Craneware, to the date of such breach.

iii. The Contract may be extended via an amendment to the Contract approved by the Contractor and the Jefferson County Commission, for two (2) additional one year tears, not to exceed three (3) full years.

6. COMPENSATION:

The Contractor shall be compensated for services rendered at an annual cost of 20,342.50 for the contract beginning April 1, 2010 ending March 31, 2011. After March 31, 2011, Craneware reserves the right to increase the annual fees once per annum at the initiation of . Increases will not exceed Consumer Price Index (CPI) plus 3%. Increases will be based upon the All Urban Consumers Index. The costs described above are for the Chagemaster Toolkit with a total of 10 users and the Online Reference Toolkit with an additional 10 users. The Contractor is to be paid once each year upon receiving an invoice.

7. 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 of employee of any government whatsoever of 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 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. 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.

8. NOTICES Any and all notices, designations, proofs, or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given if personally delivered, when delivered; or if sent by recognized courier, five (5) days after delivery to the courier service; when addressed to the Policy holder at all correspondence addresses detailed on the attached CRANEWARECOVER SCHEDULE and as follows:

To Craneware: Craneware Inc.
7301 West 129th Street, Suite 210
Overland Park, Ks. 66213

or, in the case of either party, to such other person, firm, corporation, or other entity or address as such party shall have specified by notices to the other party, which notice has been given consistent with the above provisions.

9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

10. NONDISCRIMINATION 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.

11. MISCELLANEOUS REQUIREMENTS: upon execution of this Contract, the Contractor shall upon written request furnish the Jefferson County Finance Department information and other pertinent data required by law.

12. TERMINATION OF CONTRACT: This Contract may be terminated by the Hospital upon a thirty (30) day written notice to the other party. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date

of termination, less any payment of reimbursement already made. The Contract shall also terminate if funding ceases to be available. In such situations, the thirty (30) day written notice, referenced above, will not apply.

13. **LIABILITY:** The contractor shall not, without prior written permission of the Hospital 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 Hospital, 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.

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

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the Hospital from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent no later than seven (7) days after purchase order dated Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

16. **LIMITATION OF LIABILITY:**

i. EXCEPT AS PROVIDED ABOVE, OR AS CONTAINED IN THE CRANWARE END USER LICENSING AGREEMENT, OR AS EXPRESSED BY STATUTE TO BE INCAPABLE OF EXCLUSION OR LIMITATION, NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR PURPOSE AND SATISFACTORY QUALITY ARE MADE WITH RESPECT TO THIS AGREEMENT OR THE SOFTWARE BY THE CONTRACTOR.

ii. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE OR FOR LOSS OF DATA, USE, SAVINGS, OR PROFITS SUFFERED OR ARISING IN ANY MANNER WHATSOEVER OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

iii. IN NO EVENT SHALL THE TOTAL LIABILITY OF CONTRACTOR HOWSOEVER ARISING UNDER THIS AGREEMENT OR BY REASON OF ITS SUPPLY OR SUPPORT TO CONTRACTOR OF THE PROGRAM EXCEED AMOUNT PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

17. **COPYRIGHT:**

i. Any new releases of the Software as may be issued to you shall be made available to the Contractor's website or dispatched on compact disks as appropriate ("Replacement Software").

ii. The issue of such Replacement Software will permit the Hospital to install the same on a single personal computer and install data at any time, whether for a company, partnership or group, person or otherwise unless, and to the extent that, Contractor has purchased the relevant license for multiple users and/or multiple sets of data from Contractor), in the course of which Hospital may make one copy of the Replacement Software in any computer readable format for backup purposes. The copyright, design right and any other intellectual property rights in the source and object codes of the Replacement Software vest exclusively in Contractor.

iii. The Replacement Software may not be copied without the express consent in writing of Contractor under such terms as it shall determine. In particular, the Replacement Software shall not be installed onto any additional network or onto any additional personal computer without an additional user license, available at a separate cost from Contractor.

18. **PROPRIETARY RIGHTS AND CONFIDENTIALITY**

i. Both parties shall each preserve in strictest confidence all of the other's Confidential Information and shall at all times protect the other's Confidential Information through the highest commercially reasonable standard of care. Neither Party shall use or disclose to any person the other's Confidential Information, except upon the other's authorization, and except for internal purposes in accordance with this Agreement. Any disclosure of the other Party's confidential information to agents or employees of the other Party shall be made only in the normal course of business, on a need to know basis within the scope and purpose of this Agreement, and under written agreements requiring such agents and employees to treat all Confidential Information as strictly confidential as required by this Agreement. Neither Party shall make copies of any materials containing the other's Confidential Information, except as authorized by this Agreement or otherwise in writing by the other.

ii. Contractor acknowledges that Contractor, its Agents and employees will not require access to and should not have any access to individually identifiable health information (Patient Information) from Hospital. Hospital will not supply any patient information to the contractor.

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

CONTRACTOR

Keith Sturges, Executive Vice President, Sales
Craneware Inc
COOPER GREEN MERCY HOSPITAL
Sandra Hullett, CEO/Medical Director
JEFFERSON COUNTY COMMISSION
Bettye Fine Collins, President

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"
Humphries, Carns, Bowman and Collins.

Jul-6-2010-618

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Thomson Reuters to provide access to the Micromedix healthcare series drug essentials database information for the period beginning May 1, 2010 and ending April 30, 2011 in the amount of \$14,869.20.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"
Humphries, Carns, Bowman and Collins.

Jul-6-2010-619

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Dwight T. Sloan to serve on the Mt. Olive Fire & Rescue District Board of Trustees, beginning upon approval and ending June 30, 2015, be and hereby is approved.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"
Bowman, Carns, Collins and Humphries.

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 4,967' of aerial fiber optic cable along Forestdale Blvd and Blackmon Circle in the Adamsville area.
2. Bright House Network to install 3,871' of conduit with fiber cable in Cheshire Park (Phase 2 / Section 2) Subdivision in the McCalla area.
3. AT&T to install 210' of buried service cable at 7966 Furnace Drive in the Bucksville / McCalla area.
4. AT&T to install 1,085' of buried cable in the Bent River Subdivision in the Hoover area.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the Utility Permits be approved. Voting "Aye"
Bowman, Carns, Collins and Humphries.

Jul-6-2010-620

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: June 25, 2010

Purpose: Pay Gerald and Judy A. Curry - Moving Cost Reimbursement for Tract 42.003T
Project No. STPBH-7002(600) Morgan Road Widening Project
Site Address: 3261 Morgan Road, Bessemer, AL 35022 Agent Alan K. Dodd
Price: \$2,000.00
Pay to the order of: Gerald Curry and Judy A. Curry
Mailing Address: 2135 Old Springville Road
Center Point, AL 35215

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

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"
Humphries, Carns, Bowman and Collins.

Jul-6-2010-621

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: June 23, 2010
Purpose: Pay Daniel C. Ledbetter Moving Cost Reimbursement for Tract 66.0010
Project No. STPBH-7002(600) Morgan Road Widening Project
Site Address: 3360 Morgan Road, Bessemer, AL 35022 Agent Alan K. Dodd
Price: \$5,891.20
Pay to the order of: Daniel C. Ledbetter
Mailing Address: 2052 Yancey Drive
Bessemer, AL 35022

Fund 4 4022000000
Bus. Area # 5100
GL Object # 515710
Fund Center # 5100000000
WBS #C.98LD
Functional Area -THRO
Check Delivery Code #84

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"
Humphries, Carns, Bowman and Collins.

Jul-6-2010-622

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 BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Cooperative Agreement with the Alabama Emergency Management Agency for the 2010 Emergency Management Performance Grant

(EMPG) in the amount of \$250,584.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-623

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Coleman Technologies, Inc. to provide Cisco Ironport Dual Email Security Bundle for the period June 12, 2010 through June 11, 2011 in the amount of \$40,062.No additional funds required.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 8th June, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and Coleman Technologies, Inc called "the Contractor". The effective date of this agreement shall be June 12, 2010

WHEREAS, the County desires to contract for professional services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for Bid No. 139-10 The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. See attached Bid; the response from COLEMAN TECHNOLOGIES, INC. constitutes essential components of this Contract and is adopted herein by reference. Those three components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services are as follows:

DESCRIPTION	UNIT PRICE	ANNUAL PRICE
Cisco IronPort Dual Email Security Bundle to include the following: Anti-Spam, Sophos AV, Virus Outbreak Filters, Email Encryption, Centralized Management & Maintenance Support with 1 Year License Key		
Item # EBUN-2A-ED-SQRT-1 or approved equal 2,200 QTY	\$ 18.21	\$ 40,062.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render professional services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on June 11, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the annual software maintenance and support a sum of \$ 40,062.00; payment terms are Net 30.

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirement in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

7. 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.

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

9. NONDISCRIMINATION POLICE: 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.

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

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY, specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

15. 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

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

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.

WITNESSES:

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

WITNESSES:

COLEMAN TECHNOLOGIES, INC.
Darryl Stracner
Coleman Technologies, Inc

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphries, Bowman, Carns and Collins.

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 Mike Hale as Sheriff of Jefferson County, Alabama.

CONTRACT ID: 118

MOBILE WEB ENABLEMENT SERVICES AGREEMENT

THIS AGREEMENT (this "Contract") is entered into this day of June, 2010, by and between Jefferson County, Alabama (hereinafter the "County"), Sheriff Mike Hale and the Jefferson County Sheriffs Office (collectively the "Sheriffs Office"), and Cellco Partnership d/b/a Verizon Wireless, located at One Verizon Place, Alpharetta, GA, 30004 (hereinafter the "Contractor"). The effective date of this Contract shall be May 14, 2010. Exhibits on file in the Minute Clerk's office)

WHEREAS, the County and the Sheriffs Office desire to contract for mobile web enablement services for the Sheriffs Office; and

WHEREAS, the Contractor desires to furnish said professional services to the County and to the Sheriffs Office;

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

1. ENGAGEMENT OF CONTRACTOR: The County and the Sheriffs Office hereto agree to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICE: This Contract results from Jefferson County's Request for Proposal No. 97-10, dated May 24, 2010 and Exhibit A (Custom Mobile Broadband Data Plan) the terms of which are included herein by reference subject to the limitations set forth in Section 20 below. The Contractor shall perform all necessary mobile web enablement services provided under this Contract as required by the County and the Sheriffs Office. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- Contractor must provide PC-card services to web enable the mobile data computers used by the Sheriffs Office
- Data session shall be unlimited for each PC-card that is activated
- Updated PC-cards must be provided by the Contractor as the technology is upgraded and as more efficient models are made available.
- Subject to the standard upgrade policy, the Contractor will provide updated PC-cards as the technology is upgraded and as more efficient models are made available. Prices for such equipment are subject to determination at the time of release, but will be consistent with those offered government customers nationally.
- To facilitate the staged deployment of the PC-air cards and their installation, the County and the Sheriffs Office will initially limit bulk orders to 30 units at a time. These will be shipped with mobile numbers assigned and will be ready to activate, but billing will not start until fully activated, but no later than 90 days. The Sheriffs Office will advise the Contractor of the mobile numbers assigned to air cards as they are installed, at which time the service will be activated and ready for use. The size and timing of subsequent orders will depend on the actual time needed for installation. Should there be technical difficulties in the installation of their mobile data terminal that results in a delay in the intended installation schedule for the air cards, the Sheriffs Office will advise the Contractor of the situation. Subsequent delivery of air cards can be suspended, at the Sheriffs Office's request, until the technical issues are resolved at which time the delivery schedule can be resumed. To accommodate a faster than anticipated installation schedule, the air card orders can also be accelerated at the Sheriffs Office's request.
- Supply sufficient number of additional replacement PC-cards (minimum of ten) must be provided by the Contractor to be maintained, activated and deactivated by the authorized Sheriffs Office Support Services personnel as needed.
- Contractor must ensure that 3G speeds or better coverage is available throughout Jefferson County.
- A coverage area assurance of 95 percent of Jefferson County 95 percent of the time or better.
- All products and services are provided under the terms and conditions of Exhibit A, Verizon Wireless Major Account Agreement, subject to the limitations set forth in Section 20 below.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to assist the County and the Sheriffs Office effective July 1, 2010 and shall schedule and undertake consulting services requested under this Contract in an expeditious manner. The completion date of all consulting services under the Contract is June 30, 2011 unless subsequently extended by mutual agreement of the County, the Sheriffs Office, and the Contractor.

4. COMPENSATION: The Contractor shall be compensated for services specified under this Contract as follows:

Service fee per PC-card billed at a flat rate of \$42.99 per month

5. TOTAL COMPENSATION: The total amount of compensation to the vendor under the terms of this contract shall not exceed Eight Thousand Dollars and no/100 (\$8,000.00) per month.

6. ASSIGNMENT: No portion of this Contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County and the Sheriff's Office. However, the Contractor may assign this Contract in its entirety, without the County's and the Sheriffs Office's consent, to either of the following, provided such assignee possesses the financial and operational capabilities to perform this Contract and agrees to assume and fully discharge all of the duties and further obligations of the assignor arising under this Contract:

(i) any parent, subsidiary or Affiliate entity, (ii) to a successor in interest of all or substantially all of the assets, stocks or businesses of a Party to which this Contract pertains. Should the County and the Sheriffs Office authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the 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 subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the Contract and/or legal ramifications, due to nonperformance

7. PAYMENT TERMS: Except as otherwise provided in this Contract, the County shall pay the Contractor for services rendered under this Contract within thirty (30) days of receipt of an invoice from the Contractor for such services. If the County fails to make payment for services within thirty (30) days of receipt of invoice, the Contractor may refuse to provide additional services or terminate this Contract upon thirty (30) days written notice to the County and the Sheriffs Office, which notice may be sent by the Contractor at such time as past payment becomes past due. The County shall send all payments for services to the Contractor at the address listed below:

VERIZON WIRELESS
ONE VERIZON PLACE
ALPHARETTA, GA 30004

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this Contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, and that neither the County nor the Sheriffs Office will be obligated for same under this Contract.

9. 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 Contract are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Contract will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Contract shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

10. NONDISCRIMINATION POLICY: Contractor 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.

11. 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.

12. TERMINATION OF CONTRACT:

A. This Contract may be suspended or terminated by the County and the Sheriffs Office upon at least thirty (30) day written notice should the Contractor fail to perform in accordance with the terms of this Contract. Prior to termination, the County and the Sheriffs Office will provide adequate written notice to the Contractor affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within thirty (30) days after receipt of notice.

B. This Contract may be suspended or terminated by the County and the Sheriffs Office upon at least thirty (30) day written notice to the Contractor. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. There will be no payment on account of loss of anticipated profit or revenues or other economic loss arising out of such termination.

13. LIABILITY:

A. The Contractor shall not, without prior written permission of the County and the Sheriffs Office specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County and/or the Sheriffs Office.

B. The Contractor will indemnify and save harmless the County, its elected officials its employees, and the Sheriffs Office and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractor or employees under this Contract. The County and the Sheriffs Office agree, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the County and the Sheriffs Office under this Contract.

14. HOLD HARMLESS AND INDEMNIFICATION: The Contractor agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers, its employees, and the Sheriffs Office and its employees (collectively referred to, in this Section only, as the "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon the 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 Contractor included in this Contract, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this Contract, 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. The Contractor's obligations under this Section shall not extend to any liability caused solely by the negligence of the County. Before beginning work, the Contractor shall file with the County a certificate

from its 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 Contractor 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.

15. 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: Jefferson County Commission
716 N Richard Arrington Jr. Blvd.
Suite
Birmingham, AL 35203
The Jefferson County Sheriffs Office
2200 8th Avenue North
Birmingham, AL 35203

Copy to : Jefferson County Purchasing Department
Attn: Purchasing Agent
716 N Richard Arrington Jr. Blvd.
Suite 830
Birmingham, AL 35203

Copy to: Jefferson County Attorney
716 N Richard Arrington Jr. Blvd.
Suite 280
Birmingham, AL 35203

Copy to: Riley & Jackson, PC
1744 Oxmoor Road
Birmingham, Alabama 35209

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

17. INSURANCE

The Contractor will maintain such insurance as will protect it, the Sheriffs Office, and the County from claim 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 and shall include Jefferson County, Alabama and the Jefferson County Sheriff's Office as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the RFP number on the evidence of insurance.

Insurance Minimum Coverage The Contractor shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County and the Sheriffs Office.

General Liability:

\$1,000,000 Bodily injury and property damage combined occurrence
\$1,000,000 Bodily injury and property damage combined aggregate
\$1,000,000 Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability

\$100,000 Limit each occurrence

Umbrella Coverage:

\$1,000,000 Each occurrence

\$1,000,000 Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama and the Jefferson County Sheriff's Office 30 day(s) written cancellation notice Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

18. COUNTY FUNDS PAID: Contractor and the Contractor's representative signed below certify by the execution of this Contract that

no part of the funds paid by the County pursuant to this Contract 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 Contract and further certify that, except as expressly set out in the scope of work or services of this Contract, 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 Contract.

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

20. ENTIRE AGREEMENT; This Contract, together with RFP 10 and with any Orders, exhibits, attachments hereto, contains the entire agreement between the Parties hereto in respect of the subject matter and scope of service. Notwithstanding the foregoing, any and all preprinted terms and conditions appearing on the face and reverse sides, if any, of an Order shall not apply to or become a part of this Contract, and shall be superseded in their entirety by this Contract. To the extent that there is a conflict between the terms and conditions of this Contract and the terms and conditions of Exhibit A attached hereto, this Contract shall control.

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

CONTRACTOR

Jason Grund, VP - Finance

THE JEFFERSON COUNTY SHERIFF'S OFFICE

Mike Hale, Sheriff

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

For Acknowledgment Only

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-625

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle tire damage claim of Miss Leslie Youngson be denied.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins and Humphryes.

Jul-6-2010-626

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Miss Lynn Johnson in the amount of \$350.00 is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Miss Lynn Johnson in the amount of \$350.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins and Humphryes.

Jul-6-2010-627

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T in the amount of \$1,091.61 is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to AT&T in the amount of \$1,091.61 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins and Humphries.

Jul-6-2010-628

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to settle the case styled Miriam Callins v. Jefferson County, Alabama, United States District Court Case No. 2:09-CV-1068-JEO, and the President of the County Commission is authorized to execute a settlement agreement in this matter on behalf of the County. Further, the Finance Director is directed to issue a check in the amount of \$3,500 payable to Calvin Biggers, Attorney, in payment of his attorney's fees.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins and Humphries.

Jul-6-2010-629

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to settle the case styled Gregory B. Cosby, as Power of Attorney and Next Fried of Ernestine Cosby, Deceased v. Jefferson Rehabilitation & Health Center, CV 09-900972, in the amount of Sixty Five Thousand and no/100 (\$65,000.00) Dollars. The Finance Director is directed to issue a check in the amount of \$65,000.00 made payable to "Michael D. Petway, Attorney and Gregory B. Cosby" and forward to the County Attorney for disbursement.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins and Humphries.

Jul-6-2010-630

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Brighton. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Brighton (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the 2010 Brighton Homecoming.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Brighton

Angela Hinkle, Mayor

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-631

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Lipscomb. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Lipscomb (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the 2010 City of Lipscomb Family Fun Night Out scheduled for July 4, 2010.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Lipscomb

Melanie Bouyer, Mayor

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-632

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Adger Volunteer Fire Department. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Adger Volunteer Fire Department (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes volunteer fire department/districts as a valuable resource of the County, for fire protection; and

WHEREAS, the County Commission has determined that it is in the public interest that the Adger Volunteer Fire Department purchase roofing materials and doors.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$8,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Purchase roofing materials and doors.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Adger Volunteer Fire Department

Ronnie Colburn, President of the Board

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-633

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Trussville. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Trussville (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes that a quality education and exposure to educational experiences enhances the value of its citizens to themselves and to the community; and

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

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:

- a. Provide funds to purchase up to date library materials.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Trussville

Eugene Melton, Mayor

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted.
Voting "Aye" Humphryes, Carns, Bowman and Collins.

Jul-6-2010-634

WHEREAS, On April 30, 2010 in Birmingham, Alabama, Mr. Freddie H.E. Jones, II, organized an extraordinary celebration in honor of our Vietnam Veterans and it is a honor to recognize Mr. Jones, II, for his extraordinary service; and

WHEREAS, the Vietnam War was fought in 1961 and 1975 in Vietnam involving the United States and South Vietnam in conflict with North Vietnam and Viet Cong; and

WHEREAS, over fifty - eight thousand members of the United States Armed Forces lost their lives in Vietnam and more than three hundred thousand were wounded; and

WHEREAS, in Alabama twelve hundred members were severely wounded and others were injured; and

WHEREAS, on January 27, 1973, the Treaty of Paris was signed to release all United States Armed Forces from South Vietnam and prisoners of war held in North Vietnam; and

WHEREAS, the commitment and dedication of the Vietnam Veterans continues to deserve the Highest praise for their service for justice in Southeast Asia; and

WHEREAS, Welcome Home Vietnam Veterans Day established in 2007 by the United States Congress, is observed in many states each year, recognizing the contributions and honoring our courageous veterans; and

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA, that a copy of this resolution be presented to Mr. Freddie H.E. Jones, II, for organizing a special ceremony to honor our Vietnam Veterans.

Signed at the Jefferson County Courthouse in Birmingham, Alabama this the 6th day of July, Two Thousand and Ten.

Bettye Fine Collins, President

George F. Bowman, Commissioner

Jim Carns, Commissioner

Bobby Humphryes Commissioner

Shelia Smoot, Commissioner

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns and Collins.

Thereupon the Commission Meeting adjourned to meet Tuesday, July 13, 2010, at 10:00 a.m. in Commission Chambers.

President

ATTEST:

Minute Clerk