

STATE OF ALABAMA)

JEFFERSON COUNTY) September 11, 2014

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

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of August 28, 2014, be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

The Commission met in Work Session on September 9, 2014, and approved the following items to be placed on the September 11, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee no items.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 9 and one additional item.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 18.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 8.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 24, excluding Item 14 and 17.

A Public Hearing was held to receive comments on the liquor application submitted by Noorudin Charani, Member/Store Manager; d/b/a Pinson Package. There being no comments, the Commission took the following action.

Sep-11-2014-755

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by 79 Investments, LLC, applicant; Noorudin Charani, Member/Store Manager; d/b/a Pinson Package located at 9317-B Highway 79, Pinson, AL 35126 for an (011) Lounge Retail Liquor-Class II (Package) off-premise license, be and hereby is approved.

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

Sep-11-2014-756

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

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

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

opportunity to voice their approval or raise objections, and

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

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

Z-2014-019 U.S. Steel Corporation and Holnam, Inc., owners; Tim Davis, agent; requests a change of zoning on part of Parcel ID# 30-15-2-0-1, in Section 15 Twp 18 Range 4 West from 1-2 (Heavy Industrial) to U-1 (Utilities) for an electrical switching station. (Case Only: 1090 Tin Mill Road, Fairfield, 35064)(FAIRFIELD)(6.2 Acres MIL)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2014-019 be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2014-020 U.S. Steel Corporation and James A. Shands, owners; Stephen Blankenship and Dann King, agents; request a change of zoning on Parts of Parcel ID#s 36-8-0-0-6.3, 36-17-0-0-5, and 36-17-0-0-1 in Sections 8 and 17 Twp 19 Range 6 West from A-I (Agriculture) to 1-3(S) (Strip Mining) for a ventilation shaft for support of underground existing mining activities, and for future mining activities. (Case Only: 8414 Groundhog Road, Adger, AL 35006)(ADGER)(68.85 Acres MIL)

RESTRICTIVE COVENANT: The entrance road/driveway off of Groundhog Road shall be improved to meet commercial driveway standards and reviewed and approved by the Department of Roads and Transportation. Should any mining activity be applied for or be pursued beyond the mining shaft as described in this case, the first 100' of the entrance roadway/driveway shall be paved.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2014-020 be approved subject to filing of covenant. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Sep-11-2014-757

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees; pursuant to Alabama Act 2011-70; and

WHEREAS, the Chief Deputy Director of Revenue is one of these positions; and

WHEREAS, the bi-weekly salary for the position of Chief Deputy Director of Revenue - Classification #094008; Grade 608 - shall be set at \$5,064.00; equivalent of Grade 39, Step 8; and

WHEREAS, the Chief Deputy Director of Revenue shall receive the same benefits available to employees in the classified service.

WHEREAS, the County Manager wishes to appoint Daren Lanier to serve as the Interim Chief Deputy Director of Revenue as an at-will appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the interim appointment of Daren Lanier as the at-will interim Chief Deputy Director of Revenue, effective September 1, 2014, be and hereby is approved.

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

Sep-11-2014-758

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Cheryl A. Kidd and Joel E. Brown are hereby reappointed to serve on the Jefferson County Department of Human Resources Board for simultaneous terms ending immediately following December 31, 2018.

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

Sep-11-2014-759

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

- a. Sheraton Birmingham Hotel to provide hotel accommodations and services for FY2014-2015 in the amount of \$49,200.
- b. Tutwiler Hotel to provide hotel accommodations and services for FY2014-2015 in the amount of \$100,000.
- c. IBM to provide maintenance and support for SPSS statistical subscription for FY2014-2015 in the amount of \$10,152.14.
- d. ACS Application Management Services, Inc. to provide hosting, hardware and software support for the Lawson System for the period April 1, 2014 - September 30, 2014 in the amount of \$99,660.

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

Sep-11-2014-760

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Agreement between Jefferson County, Alabama and The University of Alabama of West Alabama, in the amount of \$14,800.00, to provide field and laboratory services for the collections, taxonomic identification and assessment of benthic macro-invertebrates up to six (6) locations on the Cahaba River.

AGREEMENT TO PROVIDE
PROFESSIONAL SERVICES
FOR

CAHABA RIVER TMDL BIOLOGICAL ASSESSMENTS

This AGREEMENT, made this the 3rd day of June, 2014 by and between Jefferson County, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and the University of West Alabama, 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 to accomplish the consulting, advisory and field services as outlined in the Scope of Work.

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

CONSULTANT shall perform consulting, advisory and field services on behalf of COUNTY with respect to all matters and relating to or affecting benthic macroinvertebrae sampling of the Cahaba River for evaluation of the Nutrient Total Maximum Daily Load (TDML)
SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT shall provide field and laboratory services for the collection and assessment of benthic macroinvertebrates at up to six (6) locations on the Cahaba River according t Alabama Department of Environmental Management (ADEM) Standard Operating Procedures (SOPs) 6000 through 6004. The CONSULTANT shall provide a comprehensive final report wit detailed findings of the study.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to complete the services outlined under Article I of this AGREEMENT within one hundred eighty (180) days after 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.

B. The contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT.

C. The completion date of all services under this Agreement is December 31, 2014 wi h renewal, at the COUNTY'S option, each January 1st through December 31, 2016.

ARTICLE III - PAYMENT

SECTION 1 - FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount

to be paid based on man-hours and on the expenses incurred at the schedule of standard charges. The contract shall include a maximum cost of fourteen thousand eight hundred dollars (\$14,800.00), based on \$100 per hour and an estimated 148 hours to complete the work.

Payment shall be made, not more often than once as evidenced by the submittal of invoice by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary.

SECTION 2 - FINAL ACCEPTANCE

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 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 - TERMINATION OR ABANDONMENT

I. The COUNTY shall have the right to abandon 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 cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 2 - TERMINATION OF CONTRACT FOR BREACH

1. 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:

A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the work within the specified time.

B. 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.

C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.

D. 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.

E. 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 compliance is made, the COUNTY may declare the contract terminated and will notify the CONSULTANT accordingly.

2. 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 3 - 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 subject to review de novo by a court of competent jurisdiction.

SECTION 4 - 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. The 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.

SECTION 5 - 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, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 6 - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the COUNTY. Any attempt to assign this contract without the written consent of the COUNTY is null and void.

SECTION 7 - 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 therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 8 - 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 9 - 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 shall 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, 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, creed, color, sex, national origin, or disability 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. The CONSULTANT must execute the EEO certification attached hereto as Attachment F as required by Jefferson County Commission Administrative Order A0 2008-4.
 - B. Solicitations of Subcontractor, Including Procurement of 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.
 - C. Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination 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 10 - 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.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

1. 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, tat 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:

CONSULTANT on the 3rd day of June, 2014.

J G. Blackwell, President

University of West Alabama

and the COUNTY on the _____ day of _____, 2014

RECOMMENDED:

Environmental Services Department

David Denary, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

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

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

Sep-11-2014-761

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and C & S Legal Tech Consulting Group, LLC to provide document management system software and installation in the amount of \$11,592.

THIS AGREEMENT entered into this August ____, 2014, by and between Jefferson County Alabama hereinafter called "the County", and C&S Legal Tech Consulting Group, LLC , hereinafter called "the contractor", located at P. O. Box 79, Morris, Alabama 35116. The effective date of this agreement shall be August 12, 2014.

WHEREAS, the County desires to contract for Software, Software Maintenance and Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor d the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: Contractor will install, configure and train users on the use of World+ GX3 software, as itemized in Exhibit A, to the County's satisfaction. The Contract shall include one of software maintenance.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time on or after the effective date of this Contract. The maintenance term shall commence on the date of installation, October 1, 2014, an extend for one year thereafter. The Contract term expires upon expiration of the maintenance term.
4. COMPENSATION: The total amount paid by the County under this Contract shall not exceed \$11,592.00 as itemized in Exhibit A.
5. PAYMENT TERMS: Payment for software licenses and maintenance agreement due at time of order.
6. 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 Offer or to subcontract (assign) any portion of this contract, the Successful Offer or will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offer or must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination f the contract and/or legal ramifications, due to nonperformance.
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 release , 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. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made d entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered p scant 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 d venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama Birmingham Division.

9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the pe . contract is as an independent contractor and as such, the Contractor is obligated for all application and local taxes, etc.

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

11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor Jefferson County Finance Department with information required for Form 1099 reporting and o required by law.

12. LIABILITY: The Contractor shall not, without prior written permission of the CO authorizing them to do so, represent or hold themselves out to others as an agent of or act COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected 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.

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

14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the change of any term or provision of the Contract shall be valid or binding unless so amended by which has been executed or approved by the County. Any such amendment shall be attached to of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County 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. The Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

17. 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 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 any government whatsoever or family member of any of them, including federal, state, county and municipal an any agency or subsidiary of any such government; and further certify that neither Contractor nor any of its officials, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, or connived, with any member of the governing body or employee of the governing body of the County or y other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and er 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.

18. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to I 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.

19. 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 t 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 t be executed by their duly authorized representative.

Jefferson County Commission

W. D. CARRINGTON, PRESIDENT

C&S Legal Tech Consulting Group LLC

Pat Cunningham, President

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

Sep-11-2014-762

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of William S. Kilgore in the amount of Twenty Five Thousand Seventy Eight and 82/100 (\$25,078.82) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to William S. Kilgore in the amount of \$25,078.82 and forward it to the County Attorney for disbursement.

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

Sep-11-2014-763

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Elvira Gibbs in the amount of Three Thousand One Hundred Six and 12/100 (\$3,106.12) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Elvira Gibbs in the amount of \$3,106.12 and forward it to the County Attorney for disbursement.

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

Sep-11-2014-764

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm Insurance Company, on behalf of Brad Watts, is hereby denied.

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

Sep-11-2014-765

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Keisha Burns is hereby denied.

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

Sep-11-2014-766

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Richard G. Yerby, Jr. is hereby denied.

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

Sep-11-2014-767

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Adriana Ruiz is hereby denied.

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

Sep-11-2014-768

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to file suit against Phillip Walker to recover money due and owing as a result of Mr. Walker's failure to make requisite payments pursuant to the terms of the March 19, 2012, Promissory Note.

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

Sep-11-2014-769

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to file suit against Christopher Wagoner to recover money due and owing as a result of Mr. Wagoner's failure to make requisite payments pursuant to the terms of the June 3, 2013, Promissory Note.

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

Sep-11-2014-770

WHEREAS, under Resolution dated November 25, 1986, and amendments thereto, the Jefferson County Commission is authorized to defend its current and former employees with regard to certain civil claims involving employees or former employees where the incident or occurrence giving rise to such representation was one arising out of and within the line and scope of their employment for the County; and

WHEREAS, in the lawsuit United States v. Jefferson County, Alabama, Civil Action No. 75-666, pending in the United States District Court for the Northern District of Alabama, the Court has issued a Show Cause Order against certain current and former County Attorneys and Assistant County Attorneys regarding conduct that occurred during their employment; and

WHEREAS, the County Attorney has determined that a conflict may arise and/or the nature of the case indicates that the interest of the current and former employees and/or the County would be better served by the engagement of outside counsel for the current and former employees; and

WHEREAS, in consultation with the current and former employees, appropriate outside counsel have been selected.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The following outside attorneys and their firms are hereby approved and the County's Chief Financial Officer is authorized

and directed to pay the following attorneys and their firms on behalf of the current and former employees of Jefferson County for their legal services related to United States v. Jefferson County, Alabama:

- a. Julian D. Butler and the law firm of Sirote & Permutt, P.C.
- b. Augusta Dowd and the law firm of White, Arnold & Dowd, P.C.
- c. Ray Fitzpatrick, Jr.

2. The above-named lawyers shall be compensated for reasonable professional services at the rate of \$300 per hour, with any additional firm attorneys compensated at the rate of \$185 per hour. Under no circumstance will the payments to each of the above-named lawyers and their firms exceed a cap of \$50,000 without subsequent and separate written authorization from and resolution of the County Commission.

3. The Chief Financial Officer is also authorized and instructed to reimburse the firms for out-of-pocket expenses and costs advanced by the firms in rendering professional services normally payable under local market practices, not to exceed a cap of \$2,000 per firm without subsequent and separate written authorization from and resolution by the County Commission.

4. Defense payments under this Resolution remain subject to the requirements of the November 25, 1986, Resolution and amendments thereto, including those enumerated in paragraph II (c) (1) - (7).

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

Sep-11-2014-771

WHEREAS, the Jefferson County has received a proposed Consent Agreement and Final Order (CAFO) from the United States Environmental Protection Agency (EPA) regarding alleged violations of Section 112(r)(7) of the Clean Air Act and its Risk Management Program regulations in 40 CFR Part 68, and

WHEREAS, the CAFO contemplates the County pay a civil penalty to the EPA in the amount of \$12,950 and enter into a Supplemental Environmental Project (SEP) whereby the County expends no less than \$53,880 for the purchase of equipment for donation to the Jefferson County Emergency Management Agency (EMA), and

WHEREAS, the County is willing to enter into this CAFO.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION at the Commission President is hereby authorized to execute the CAFO; authorize the expenditure of funds in the amount \$12,950 payable to the EPA; and approve budget transactions and the expenditure of funds from the Sanitary Fund in an amount of to exceed \$60,000 and the transfer of assets to the EMA as may be necessary to complete the SEP.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

9/11/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE TRANSFER PAPER AND FACIAL TISSUE	CORONER/MEDICAL EXAMINER	107.29	1900082439
DISTRICT 1	1000193	JEFFERSON CO TREASURER	12 DRAWER SLIDES FOR BHAM REVENUE DEPT.	GEN SVCS: ADMINISTRATION	57.00	1900082485
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE 1 GALLON OF BLUE COLORANT FOR GROUNDS.	GEN SVCS: ADMINISTRATION	50.00	1900082457
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ONE 48" MAGNETIC LEVEL FOR CARPENTERS AT GSOC.	GEN SVCS: ADMINISTRATION	29.95	1900082534
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BITS, LAMINATE AND HYBOND GLUE FOR CARPENTERS SHOP	GEN SVCS: ADMINISTRATION	556.33	1900082432
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BRAIDED HOSES AND PILOT BURNER FOR THE JAILS.	GEN SVCS: ADMINISTRATION	199.27	1900082460
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ONE SHEET OF LAMINATE FOR REVENUE AT BHCH	GEN SVCS: ADMINISTRATION	65.28	1900082601
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GLOSS BLACK SPRAY AND STAMPS FOR SEWER BILLING.	GEN SVCS: ADMINISTRATION	14.36	1900082614
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SUBSCRIPTION TO BUILDING MAGAZINE.	GEN SVCS: ADMINISTRATION	29.95	1900082431
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GAS TANK FOR TILLER AND 2 CYCLE OIL FOR GSOC	GEN SVCS: ADMINISTRATION	210.48	1900082615
DISTRICT 1	1000193	JEFFERSON CO TREASURER	EARBUDS AND COVERS 4 EA. FOR JURY MANAGEMENT.	GEN SVCS: ADMINISTRATION	67.00	1900082486
*DISTRICT 1					1,386.91	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WHISTLES, PARKING FEES, PAINT MISC. SUPPLIES-BESS	R&T: HIGHWAY MAINT-BESSEMER	26.72	1900082382
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRILL BITS, PLASTIC ICE SCOOP - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	118.20	1900082453
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TREE POSTS CLIPS FENCING - TIN ROOF (HE)	R&T: HIGHWAY MAINT-KETONA	200.48	1900082391
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEYS, FRAMES, PROPANE CYLINDER - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESSEMER	76.78	1900082443
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL, NUTS & BOLTS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESSEMER	70.81	1900082394
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TREATED POST, TIE STRAPS, WEDEATER LINE	R&T: HIGHWAY MAINT-BESSEMER	71.67	1900082613
DISTRICT 2	1000193	JEFFERSON CO TREASURER	STAND FOR ROW SRWA CERTIFICATES FOR AGENTS	R&T: RIGHT OF WAY	8.97	1900082484
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AMT. DUE EMPLOYEE - 2014 IRWA CONF.-D. SHELTON ROW	R&T: RIGHT OF WAY	14.00	1900082440
*DISTRICT 2					587.63	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-REIMBURSEMENT FOR REMOTE CONTROL	SHERIFF ENFORCE-BIRMINGHAM	36.50	1900081959

DISTRICT 3	1000193	JEFFERSON CO TREASURER	WALL MOUNT FOR FLATSCREEN	SHERIFF ENFORCE-BIRMINGHAM	79.99	1900082389
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS (JULY)	REVENUE	70.88	1900082375
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS (JULY)	REVENUE	115.02	1900082376
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS (JULY)	REVENUE	108.14	1900082377
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. OFFICE SUPPLIES HOOVER LOCATION	REVENUE	15.92	1900082261
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ANTENNA,LEVY,STAMPS,MISC SUPPLIES,VACUUM HOSE	SHERIFF ENFORCE-BIRMINGHAM	163.99	1900082378
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FENCE, SAND, CABLE TIES	SHERIFF ENFORCE-BIRMINGHAM	70.58	1900082379
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POLICE REPORT BESSEMER 0822140889	BD OF EQUAL - BHAM STATE	5.00	1900082609
*DISTRICT 3					666.02	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	LUNCH FOR TRAINING	FC ADMIN SERVICES	316.29	1900082347
DISTRICT 4	1000193	JEFFERSON CO TREASURER	WINDOW BLIND FOR CLERK'S WINDOW	FC CLERKS OFFICE	54.97	1900082348
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - REPAIRS	EMERGENCY MGT AGENCY	622.94	1900082494
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	329.00	1900082469
DISTRICT 4	1000587	JEFF CO TREASURER	JUL 15 PRIMARY RUNOFF ELECTION	BD OF REGISTRARS	20,450.60	1900082380
DISTRICT 4	1000587	JEFF CO TREASURER	JUNE 3 PRIMARY ELECTION	BD OF REGISTRARS	20,447.90	1900082381
DISTRICT 4	1032464	M & B PLUMBING	140291P & 140292P - PERMITS NOT NEEDED	INSPECTION SERVICES	310.00	1900082459
*DISTRICT 4					42,531.70	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - COLANDUS MURRAY 07.23.14	PER BD: ADMINISTRATION	2.03	1900080566
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LAB GLOVES	ES: TURKEY CREEK WWTP	122.80	1900081958
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL TO SERVICE UTV	ES: CAHABA RIVER WWTP	21.98	1900082383
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WIPER BLADES FOR COUNTY P/U	ES: CAHABA RIVER WWTP	9.94	1900082384
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOCKET	ES: CAHABA RIVER WWTP	6.99	1900082385
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COPPER PIPE FOR A/C INSTALL	ES: CAHABA RIVER WWTP	21.77	1900082386
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR HOSE FOR NEW METER	ES: CAHABA RIVER WWTP	39.71	1900082387
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRICAL FITTINGS FOR NEW METER	ES: CAHABA RIVER WWTP	28.14	1900082388
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCREWS;BUCKET;VALVE;PADLOCK;WATER;CORD;SWEEPER;	ES: FIVE MILE CREEK WWTP	359.51	1900082441
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COOLER FOR SAMPLE TRANSPORT	ES: LEEDS WWTP	29.97	1900082395
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - MICHAEL GLAZE 08.28.14	PER BD: TRAINING	15.00	1900082610
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - MEGAN COCHRAN 08.25.14	PER BD: TESTING	44.55	1900082468
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FAN BELT,GENERATOR STARTER,FUSE,MARS RELAY,MISSION	ES: PACKAGE WWTP & PUMP STA	286.43	1900082458
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BROOM FITTINGS PLUMBING ACTICLEAN GASES PAINT BOLT	ES: VALLEY CREEK WWTP	2,022.00	1900082466
DISTRICT 5	1031065	JAMES TORNABENE	TRAVEL REIMBURSEMENT - JAMES TORNABENE 8.6.14	PER BD: TESTING	108.45	1900082137
DISTRICT 5	1031563	MICHAEL J. CAMPBELL	REFUND FOR OVERPAYMENT & FINAL BILL ACCT#W0-119457	FINANCE SEWER SERVICES	27.50	1900082351
DISTRICT 5	1032234	DONNA H HURT	REFUND FOR OVRPYMT & FINAL BILL ACCT# L 2-69113455	FINANCE SEWER SERVICES	8.80	1900082350
DISTRICT 5	1032249	BOB & LESLIE SCHMIDT	REFUND FOR OVERPAYMENT & FINAL BILL ACCT# W0-56146	FINANCE SEWER SERVICES	84.18	1900082349
DISTRICT 5	1032400	PAULETTE CLEMENTS	REFUND FOR OVERPAYMENT & FINAL BILL ACCT W0-68060	FINANCE SEWER SERVICES	66.02	1900082353
DISTRICT 5	1032403	HOMER W LEWTER	REFUND FOR OVRPYMNT & FINAL BILL ACCT L2-63114961	FINANCE SEWER SERVICES	33.33	1900082354
DISTRICT 5	1032406	ANTHONEY FRANKLIN	REFUND FOR OVERPAYMENT & FINAL BILL ACCT R1000-751	FINANCE SEWER SERVICES	188.21	1900082352
*DISTRICT 5					3,527.31	
**					48,699.57	

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

Sep-11-2014-772

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

For Week of 8/19/14 - 8/25/14

- SHERIFF'S DEPARTMENT AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM ROBINSON TEXTILES, GARDENA, CA, TO AWARD CONTRACT FOR INMATE CLOTHING TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 9/11/14 - 9/10/15. REFERENCE BID # 140-14
- GENERAL SERVICES: BULK STORES AND PACA MEMBERS FROM BUDGET JANITORIAL, PELHAM, AL, TO A WARD CONTRACT FOR FEMININE PRODUCTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 9/11/14 - 9/10/15. REFERENCE BID # 141-14
- GENERAL SERVICES: BULK STORES AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL. TO AWARD CONTRACT FOR DISPOSABLE CAN LINERS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 9/11/14 - 9/10/15. REFERENCE BID # 146-14
- GENERAL SERVICES: ADMINISTRATION FROM BIRMINGHAM ARMORED INCORPORATED, TO EXTEND CONTRACT FOR THIRTY (30) DAYS UNTIL NEW CONTRACT IS IN PLACE. EXPIRATION DATE: AUGUST 31,2014. REFERENCE BID # 11 0-1 0
- GENERAL SERVICES: CRAFTS FROM ANCHOR & PARKING PERIMETER SECURITY INCORPORATED, BIRMINGHAM, AL, FOR ELECTRONIC REPAIR OF PARKING LOT GATE EQUIPMENT. SAP PURCHASER ORDER # 2000080929 \$8,785.00 TOTAL
- COOPER GREEN MERCY HEALTH SERVICES (PHYSICAL THERAPY) FROM WRIGHT EQUIPMENT, BIRMINGHAM, AL, TO PURCHASE ONE (1) TREADMILL PRO SPORTS L780 AND ONE (1) OCTANE XR6000 RECUMBENT ELLIPTICAL. SAP PURCHASE ORDER # 2000081144 \$8,630.00 TOTAL
- COOPER GREEN MERCY HEALTH SERVICES FROM EMDEON BUSINESS SERVICES, MURRAY, UT, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SOFTWARE MAINTENANCE AND EDI CLAIMS. SAP PURCHASE ORDER # 2000076535 REFERENCE BID # 33-12 CLARITY #CON-00004346
CHANG ORDER \$ 48,620.00 PURCHASE ORDER \$138,524.22 TOTAL
- ENVIRONMENTAL SERVICES: VILLAGE LINE MAINTENANCE FROM P & H SUPPLY, WARRENTON, GA, CHANGE

ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT CHARGE.

SAP PURCHASE ORDER # 2000080352 CHANGE ORDER \$ 480.00 PURCHASE ORDER \$6,080.00 TOTAL

9. ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE, WARRENTON, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGE. SAP PURCHASE ORDER # 2000080381

CHANGE ORDER \$ 108.10 PURCHASE ORDER \$5,698.10 TOTAL

For Week of 8/26/14 - 9/01/14

1. SHERIFF'S DEPARTMENT: BIRMINGHAM AND BESSEMER DIVISION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, TO AWARD CONTRACT FOR AMMUNITION TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 9/25/14 - 9/24/15.
REFERENCE BID # 134-14
2. ACKNOWLEDGMENT FOR PERSONNEL BOARD OF JEFFERSON COUNTY FROM OFFICE ENVIRONMENTS INCORPORATED, BIRMINGHAM, AL, TO ORDER OFFICE AND TRAINING FURNITURE FOR THE PERSONNEL BOARD.
SAP PURCHASE ORDER # 2000081390 \$146,410.92 TOTAL
3. TAX COLLECTOR FROM ARTHUR J. GALLAGHER AND COMPANY, BIRMINGHAM, AL, FOR PUBLIC OFFICAL BOND FOR THE PERIOD OF 9/26/14 - 9/25/15. SAP PURCHASE ORDER # 2000081504 \$33,325.00 TOTAL
4. PROBATE COURT - BIRMINGHAM FROM WEST GROUP, ST. PAUL, MN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FY14 SUBSCRIPTION TO THOMPSON WEST PUBLICATIONS FOR THE PERIOD OF 10/01/13 TO 10/1/14. SAP PURCHASER ORDER # 2000075712 CHANGE ORDER \$2,400.00
PURCHASE ORDER \$7,350.00 TOTAL
5. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WEIL WRECKER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE WRECKER AND TOWING SERVICES ON AS NEEDED BASIS FOR USER DEPARTMENT THROUGH 9/30/14. SAP PURCHASE ORDER # 2000076277
REFERENCE BID # 190-11 CHANGE ORDER \$ 2,500.00 PURCHASE ORDER \$14,500.00 TOTAL
6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MANTEK, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE PARTS WASHING EQUIPMENT RENTAL ON AS NEEDED BASIS FOR USER DEPARTMENT THROUGH 9/30/14. SAP PURCHASE ORDER # 2000076316
REFERENCE BID # 33-12, CLARITY #CON-00004346 CHANGE ORDER \$ 2,500.00
PURCHASE ORDER \$10,500.00 TOTAL
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GCR TIRES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE VEHICLE TIRES ON AS NEEDED BASIS FOR USER DEPARTMENT THROUGH 9/30/14. SAP PURCHASE ORDER # 2000080366
STATE OF ALABAMA CONTRACT # T-106, #4012430 CHANGE ORDER \$ 30,000.00
PURCHASE ORDER \$225,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ACTION TIRE COMPANY, FOREST PARK, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PR VIDE TIRE RECAPING FOR LARGE TRUCK TIRES ON AS NEEDED BASIS FOR USER DEPARTMENT THROUGH 9/30/14. SAP PURCHASE ORDER # 2000080367
CHANGE ORDER \$ 8,000.010 REFERENCE BID # 145-12 PURCHASE ORDER \$50,000.00 TOTAL
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MONTAGE ENTERPRISES, BLAIRSTOWN, NJ, CHANGE ORDER TO ADD FUNDS TO OPEN EXISTING PURCHASE ORDER TO PROVIDE VEHICLE PARTS AS ORDERED BY USER DEPARTMENT THROUGH 9/30/14. SAP PURCHASE ORDER # 2000076593 CHANGE ORDER \$2,000.00
PURCHASE ORDER \$8,000.00 TOTAL
10. INFORMATION TECHNOLOGY DEPARTMENT FROM B & L ASSOCIATES1 NATICK, MA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRAVEL EXPENSE FO. BL//LIB VIRTUAL TAPE SERVER SOFTWARE AND MAINTENANCE TRAINING. SAP PURCHASE ORDER # 2000080205 CLARITY CONTRACT # CON-00006208
CHANGE ORDER \$1,863.00 PURCHASE ORDER \$27,097.00 TOTAL
11. EMERGENCY MANAGEMENT AGENCY (EMA) FROM BESSEMER UTILITIES, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MISCELLANEOUS UTILITIES - FINAL INVOICE FOR UTILITIES USED DURING DISASTER # DR-4176. SAP PURCHASE ORDER # 2000080389 CHANGE ORDER \$6,505.01
PURCHASE ORDER \$10,505.00 TOTAL

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

Sep-11-2014-773

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 8/19/14 - 8/25/14 AND 8/26/14 - 9/1/14, BE AND THE SAME HEREBY IS APPROVED.

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

Sep-11-2014-774

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 8/19/14 - 8/25/14 and 8/26/14 - 9/1/14, be and hereby is approved.

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

Sep-11-2014-775

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date July 25, 2014.

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

STAFF DEVELOPMENT

Multiple Staff Development

Stormwater Management Agency

Lyn DiClemente	\$1,030.55
Johanna Burwinkle	\$1,044.40
Amanda Elledge	\$1,054.12
South Eastern Storm Water Regional Conference Charleston, SC – October 8-10, 2014	

Individual Staff Development

Commission, District 2

Sandra Little Brown	\$181.81
Association of County Commissions of AL Board of Director's Seminar Dadeville, AL – September 17-18, 2014	

Community and Economic Development

Akirashanti Byrd	(grant funds) \$1,006.84
SETA 2014 Fall Conference Montgomery, AL – September 15-17, 2014	

County Attorney

Theo Lawson	\$327.00
CLE Seminar Birmingham, AL – September 19, 2014	

Family Court

Rosalyn Parker	\$242.85
JPO Conference Orange Beach, AL - September 18-19, 2014	

Land Development

Jeff Gunter	\$410.00
2014 Alabama Association of Floodplain Managers Fall Conference	

Auburn, AL – October 14-16, 2014

Phillip Richardson \$506.68
2014 Annual Conference American Society of Landscape Architects
Chattanooga, TN – September 18-19, 2014

For Information Only

Personnel Board
Jim Grenne \$264.67
Fall Career Fair – Auburn and Troy Universities
Auburn, AL – October 21-22, 2014

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

BUDGET TRANSACTIONS

A. Position Changes and/or Revenue Changes

1. Revenue \$0
Add a Senior Accountant (Gr. 23). This position has been approved by HR. Annual cost \$82,166.

B. Other Budget Transactions

2. Environmental Services \$22,900
Add purchasing memorandum to purchase a sewer line rapid assessment tool.

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

Sep-11-2014-776

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to Agreement between Jefferson County, Alabama and Decision Support, LLC to provide URSA InfoSuite license renewal and software services for FY2014-2015 in the amount of \$33,751.59.

CONTRACT NO. 00005648

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of October 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Decision Support, hereinafter referred to as the "Contractor" to provide URSA InfoSuite License Renewal and Software Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00005648. The origin 31 contract between the parties referenced above, was approved by the Commission on November 11, 2013, MB 165, Page 472-474.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 10/01/2014 to 09/30/2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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

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

JEFFERSON COUNTY COMMISSION

DECISION SUPPORT

W. D. Carrington, President

_____, Authorized Representative

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

Sep-11-2014-777

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Attachmate, Inc. to provide software maintenance support for desktop computer access to the mainframe system and data transfer from mainframe to other database services for FY2014-2015 in the amount of \$54,342.10. CONTRACT NO.: 0005695

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of October, 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Attachmate Corporation hereinafter referred to as the "Contractor" to provide Maintenance and Technical Support Subscription.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005695. The original contract between the parties referenced above, was approved by the Commission on December 19, 2013, MB 165, Page 571- 573.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 10/01/2014 to 09/30/2015

REVISE SECTION 2, SCOPE OF SERVICES:

Scope of Services

Contractor shall provide software and maintenance support for Reflection, INFOConnect and DATABridge (the "Software"). This contract and Attachmate Corporation quote # 17395.1, dated April 29, 2014 in the amount of \$54,342.10 describes the (I) applicable license terms for any updates to the Software that may be delivered as part of Maintenance and Technical Support Services ("Maintenance"); (ii) the scope which is the Software products covered by Maintenance and period of Maintenance; and in Section 5 of the quote terms of Maintenance and is adopted herein by reference and is attached hereto as Exhibit A. Those components constitute the entire agreement between the parties.

REVISE SECTION 6, COMPENSATION:

Compensation

The contractor shall be compensated for annual software maintenance and support a sum of \$54,342.10.

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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

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

JEFFERSON COUNTY COMMISSION

Attachmate Corporation

W. D. Carrington, President

_____, Authorized Representative

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

Sep-11-2014-778

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement between Jefferson County, Alabama and Motorola Solutions, Inc. to provide hardware and software maintenance services for the 800 MHZ 911 Public Safety Radio System for FY2014-2015 in the amount of \$656,389.20.

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

Sep-11-2014-779

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

Agreement with PowerDMS, Inc. to provide a service for electronic content and relational database management in the amount of \$48,950.

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

Sep-11-2014-780

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement and Addendum between Jefferson County, Alabama and Prepaid Technologies to provide prepaid pay cards and for EZstub services for electronic documents for the period August 1, 2014 - July 31, 2017 in the amount of \$14,000 annually.

SERVICES AGREEMENT

This Services Agreement ("Agreement") dated _____, 2014 ("Effective Date") is entered into by and between Prepaid Technologies, LLC ("PT") with a mailing address of 6 Office Park Circle, Suite 215, Birmingham, Alabama 35223 and ("Customer") with an address of Collectively, Customer and PT are referred to in this Singularly, they are referred to in context as "Party".

WHEREAS, PT has an agreement to market and manage prepaid card programs with a nationally chartered bank ("Bank"), a member of Visa USA and MasterCard (Visa and MasterCard are referred to herein as the "Association") and licensed through the Association to provide card services; and

WHEREAS, Customer desires to provide prepaid cards and electronic documents ("Program(s)", to its employees as defined in the Exhibit(s).

NOW, THEREFORE, in consideration of the mutual promises and covenants hereto, the parties agree s follows:

1) PT obligations.

Subject to the terms and conditions of this Agreement, PT shall provide the following services and agrees to the following obligations:

- a) Card Issue, Processing and Support. PT shall provide card Programs issued by Bank and approved by the Association as defined by attached Exhibit(s); and
- b) Electronic Delivery of documents. PT shall provide electronic documents as defined in the Exhibit(s); and
- c) Third Parties. PT shall be responsible for maintaining the appropriate contractual relationships with third parties to fulfill PF's obligations hereunder.

2) Customer obligations.

Subject to the terms and conditions of this Agreement Customer agrees to the following obligations:

- a) Availability. Customer shall make available Payroll/Payment cards to its employees as an option to receive pay through direct deposit; and
- b) Other Services. Customer shall utilize other services outlined in the Exhibits.
- c) Fees. Any fees shall be incurred and paid as outlined in Exhibit(s).

3) Term of Agreement. The term of this Agreement shall commence upon the date hereof and shall continue for One (1) year (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew itself on the same terms and conditions for successive periods of one (1) calendar year (in each case, a "Renewal Term") unless either Party elects not to renew this Agreement by written notice at last sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

4) Protecting Cardholder Information.

During the performance of this Agreement, the Parties may have access to certain confidential and proprietary information of cardholders, including lists or compilations of these people and any "nonpublic personal information" of these people as this term is defined in the Gramm-Leach-Bliley Act and its implementing regulations, (collectively "Cardholder Information"). Cardholder Information shall also include without limitation any of the following: (1) a person's name, address, email address, IP address, telephone number, social security number, driver's license number, birth date or other personally identifiable information; (2) the fact that a person has a relationship with Bank, Customer and/or any affiliates thereof; (3) a person's account numbers, credit card numbers, PIN numbers, passwords or any other authentication or verification information; (4) a person's account history, credit card charge and payment history, spending patterns, commercial transactions data, financial information or any other related data; and (5) any employment, medical or other personal information of cardholders or prospective cardholders. Each Party agrees to maintain the confidentiality of all Cardholder Information pursuant to all applicable Requirements of Law, (including, without limitation, the Gramm-Leach-Bliley Act "GLBA") and in a manner consistent with the approved privacy policy provided to Cardholders. Notwithstanding the foregoing, the parties are not responsible for compliance with non-U.S. laws or state laws, except as mutually agreed in writing. Each Party agrees to implement an information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Cardholder Information; (ii) protect against unauthorized access to and use of Cardholder Information; (iii) protect against anticipated threats or hazards to the security or integrity of Cardholder Information; and (iv) properly dispose of Cardholder Information. Such measures shall be designed to be appropriate to meet the objectives of e Interagency Guidelines Establishing Information Security Standards. In the event that either Party obtains actual knowledge of any material unauthorized disclosure or access to the Cardholder Information, such Party shall promptly notify the other in writing and provide the other with all reasonably requested information relating to the circumstances and scope of such unauthorized disclosure or access.

5) Limitations of Damages; Indemnification.

a) Notwithstanding anything in this Agreement to the contrary and to the extent permitted by applicable law, in no event shall either Party, its affiliates or any of its or their owners, directors, officers, members, employees, agents or subcontractors be liable under theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether either Party or any entity has been advised of the possibility of such damages.

b) In addition, if PT or Customer determines that it is unable to supply or receive any of the services described in this Agreement because of legal or regulatory limitations or because of a failure of a third party, each shall have the right at their option to (i) modify the service to comply with applicable laws or regulations; or (ii) terminate this Agreement or a portion thereof, without penalty.

c) Each Party agrees to indemnify, defend, and hold harmless the other Party, including its agents, employees, directors, officers, members and affiliates, for any claims, losses, or damages, including reasonable attorneys' fees, resulting from such Party's (i) negligent acts, (ii) breach of any term or provision of this Agreement, or (iii) unauthorized disclosure or release, whether intentionally or otherwise, of Cardholder Information.

d) Further, each Party agrees to indemnify the other Party for any claims, losses or damages, including reasonable attorneys' fees, resulting from their noncompliance with laws applicable to them.

6) Arbitration. It is the intention of both parties of this agreement to resolve any disputes under this Agreement amicably by reasonable businesslike negotiations and without resort to litigation or arbitration. However the parties acknowledge and agree that this Agreement and the subject matter hereof are substantially connected with and involve interstate commerce. Any dispute arising out of or relating to this Agreement which cannot be amicably settled by the parties shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association currently in effect at the time of the dispute. Such arbitration shall take place in the state of the defending Party. The provisions of this Agreement relating to arbitration and judgment upon the award rendered by the arbitrators shall be specifically enforceable in any court having jurisdiction thereof. The parties shall give notice of its intent to cause any controversy or claim to be settled by arbitration, together with a description of the facts and circumstances giving rise thereto in sufficient detail as to permit the other Party to investigate the particulars thereof. Copy of the notice to arbitrate shall also be furnished to the regional office of the American Arbitration Association nearest to the defendant's location. Within twenty (20) days after receipt of a notice of arbitration from the Party instituting arbitration, the other Party shall send a notice to the Party instituting arbitration containing a detailed response to the claim giving the position of the Party, and any counterclaim and the remedies sought. In the event the Party receiving a notice of arbitration gives notice of a counterclaim, the Party instituting the arbitration shall have ten (10) days following its receipt of such notice to provide a written detailed response to the counterclaim setting forth that Party's position. The award of the arbitrators shall be final, binding and non-appealable by either Party;

7) WAIVER OF JURY TRIAL: EACH OF THE PARTIES HERETO EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL OR COURT ACTION COMMENCED BY ANY OF THE PARTIES HERETO TO ENFORCE,

COLLECT, DEFEND, ENJOIN, OR THAT OTHERWISE RELATES TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS HEREIN DESCRIBED. LIKEWISE, EACH PARTY HERETO WAIVES ANY RIGHT TO HAVE A JURY TRIAL IN ANY SUCH LEGAL OR COURT ACTION FOR AN DEFENSE, CLAIM OF SET-OFF, CLAIM OF RECOUPMENT, COUNTERCLAIM OR THIRD PARTY ACTION ASSERTED OR RAISED IN ANY SUCH LEGAL OR COURT ACTION. ANY LEGAL OR COURT ACTION RELATING TO THIS AGREEMENT OR THE TRANSACTIONS HEREIN DESCRIBED SHALL BE TRIED EXCLUSIVELY TO A COURT WITHOUT A JURY. BOTH PARTIES OF THIS AGREEMENT EACH SPECIFICALLY ACKNOWLEDGES THAT ITS EXECUTION OF THIS WAIVER OF JURY TRIAL IS MATERIAL INDUCEMENT FOR ITS ENTERING INTO THIS AGREEMENT.

- 8) Independent Contractors. The relationship of the parties under this Agreement shall be and at all times independent contractors and PT is neither an employee or agent of Customer, and vice versa. Neither P any authority to assume or create obligation on the other's behalf and shall not take any action which h creating the appearance of its having such authority;
- 9) Notice. PT and Customer agree that any notice to be given by a Party pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested the respective addresses of the Parties as set forth in the first paragraph of this Agreement or such of addresses as may be designated in writing by the Party to receive such notice;
- 10) Entire Agreement. This Agreement and all appendices and exhibits attached hereto and incorporated herein by reference, contain the entire agreement and understanding of the Parties with respect to the subject Agreement and supersedes all prior oral or written agreements and understandings relating to this Agreement;
- 11) Waiver; Enforce ability. No waiver or modification of any of the provisions of this Agreement shall be made in writing and signed by all of the Parties hereto. Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right at a later time to enforce the provision or any other the event that any provision of this Agreement is held invalid, illegal, or unenforceable, such invalidity enforceability, shall not affect any other provisions of this Agreement;
- 12) Binding Effect. This Agreement, once executed by both parties, shall be binding upon and shall inure to the parties to this Agreement and their respective successors and assigns;
- 13) Governing Law. The validity, construction and performance of this Agreement shall be governed by an accordance with the laws of the State of Alabama, regardless of the laws that might otherwise govern un principals of conflicts of law; provided, however, Section 12 of this Agreement shall be governed b Arbitration Act, 9 U.S.C. §§ I-16

IN WITNESS WHEREOF, PT and Customer have caused this Agreement to be executed and delivered by respective authorized officers as of the Effective Date.

Prepaid Technologies, LLC

Stephen E. Faust

Its: President

W. D. CARRINGTON, PRESIDENT

JEFFERSON COUNTY COMMISSION

ADDENDUM

PREPAID TECHNOLOGIES

The parties hereby agree to the following terms of the Addendum to t payroll agreement and to the extent the terms captured herein conflict with language in the attached agreement these terms will supersede the agreement.

Replace Section 5© and (d) with tie following:

Indemnification: Client and Consultant shall each be responsible for any liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any and all liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

Replace Section 6 with the following:

Non-Binding Mediation: It is the intention of both parties of this agreement to resolve any disputes under this Agreement amicably by reasonable business negotiations. The parties agree that should a dispute arise which cannot be amicably settled by the parties, the parties will engage in non-binding mediation prior to filing any lawsuit.

Compensation: The parties agree that the fees for services contained herein will not exceed \$14,000.00 annually.

Statement of Compliance with Alabama Code Section 31-13-9. By signing contract, the contracting parties affirm, far the duration of the agreement, that will not violate federal immigration law or knowingly employ, hire for employment, continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Prepaid Technologies, LLC

Stephen E. Faust, President

Jefferson County Commission

W. D. Carrington, President

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

Stephens, Knight, Bowman, Brown and Carrington.

Sep-11-2014-781

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Payroll Card Agreement between Jefferson County, Alabama and Cadence Bank to issue payroll cards to participating employees which allows access to limited purpose deposit accounts which the County may transfer payroll funds to.

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

Sep-11-2014-782

WHEREAS, the Jefferson County E911 Emergency Communications Board was established September, 2010, and has two board appointments that expire September 30, 2014; and

WHEREAS, Mark Sim's term is one of those appointments that expire and has agreed to serve on the Board for a second term; and

WHEREAS, the term of this appointment shall be for four (4) years with the term ending September 30, 2018.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Mark Sims to serve on the Jefferson County E911 Emergency Communications Board for a term ending September 30, 2018, be and hereby is approved.

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

Sep-11-2014-783

WHEREAS, the Jefferson County E911 Emergency Communications Board was established September, 2010, and has two board appointments that expire September 30, 2014; and

WHEREAS, Darryl Tavel's term is one of those appointments that expire and has agreed to serve on the Board for a second term; and

WHEREAS, the term of this appointment shall be for four (4) years with the term ending September 30, 2018.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Darryl Tavel to serve on the Jefferson County E911 Emergency Communications Board for a term ending September 30, 2018, be and hereby is approved.

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

Sep-11-2014-784

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by K K Business, Inc., applicant; Qamruddin AnwerAli Sagani, President/Store Manager; d/b/a Corner Quickly Hicky located at 2940 Corner Road, Warrior, AL 35180 for an (050) Retail Beer and an (070) Retail Table Wine off-premise license, be and hereby is approved.

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

Sep-11-2014-785

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by K K Business, Inc., applicant; Qamruddin AnwerAli Sagani, President/Store Manager; d/b/a Mount Olive Grocery located at 3340 Mount Olive Road, Mount Olive, AL 35217 for an (050) Retail Beer and an (070) Retail Table Wine off-premise license, be and hereby is approved.

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

Sep-11-2014-786

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Blake Milner to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

PAYROLL AUTHORIZATION

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and
October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) The effective date of this Agreement shall be September 29, 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President

Jefferson County Commission
Brandon K. Falls, District Attorney
Birmingham Division
Blake Milner, Deputy District Attorney
Birmingham Division

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

Sep-11-2014-787

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Karen Dunn Burks, Circuit Clerk - Bessemer Division for compensation for serving as Absentee Elections Manager for the Primary Run-Off Election held on July 15, 2014 in the amount of \$8,400 (42 days @ \$200 per day/per election), be and hereby is approved.

Compensation is authorized by Section 17-10-14 (Amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

Sep-11-2014-789

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Sep-11-2014-790

WHEREAS, the Jefferson County Commission previously approved a resolution on April 24, 2014 in Minute Book 166, Page 221 authorizing an Agreement between Jefferson County, Alabama and The People Development Center (CDBG13-05-M01-PDC).

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to December 31, 2014. This Agreement is from Program Year 2013 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and The People Development Center (CDBG13-05-M1-PDC), hereinafter call the "the Contractor" to provide services for low to moderate income families in Jefferson County. The effective date of this agreement shall be April 24, 2014.

WITNESSETH:

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

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

The contract between the parties which was approved by the Jefferson County Commission on April 24, 2014, in Minute Book 166, Page 221, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to December 31, 2014.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President
Jefferson County Commission
CONTRACTOR

David W. Craig, Executive Direct
The People Development Center

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

Sep-11-2014-791

WHEREAS, the Jefferson County Commission originally approved a resolution on May 30, 2013 in Minute Book 165, Page 75 authorizing an Agreement between Jefferson County, Alabama and YWCA-Family Violence Center for a Federal Emergency Solutions Grant (HESG12-ES-RRH-YFV); and

WHEREAS, the Agreement was previously amended on January 31, 2014, in Minute Book 166, Pages 59-60; and amended on August 14, 2014, in Minute Book 166, Page 556.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized and directed to execute an Amendment to reallocate budgeted funds. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and YWCA-Family Violence Center (HESG12-ES-RRH-YFV), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

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

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

The contract between the parties which was approved by the Jefferson County Commission on, May 30, 2013, in Minute Book 165, Page 75.

Said contract was previously amended on January 31, 2014, in Minute Book 166, Pages 59-60; and Amended on August 14, 2014, in Minute Book 166, Page 556, is hereby amended as follows:

1. The purpose of the amendment is to reallocate the funding for Rapid Re-housing and follows:

Rapid Re-housing:

Housing Relocation and Stabilization:	\$11,000.00
Tenant Based Rental Assistance:	\$7,000.00
Total Rapid Rehousing	\$18,000.00

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

JEFFERSON COUNTY, AL
W.D. Carrington, President
Jefferson County Commission
CONTRACTOR

Yolanda Sullivan, CEO
YWCA

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

Sep-11-2014-792

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

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute an amendment and Change Order #1 to extend the contract period an additional 210 calendar days. The new completion date is March 31, 2015. The agreement is from Program Year 2012 federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Richard Sprouse Construction, Inc., hereinafter call the "the Contractor" to provide construction services for the Clay Senior Center Renovation project (CDBG.12-03A-M04-CSC). The effective date of this agreement shall be March 26, 2014.

WITNESSETH:

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

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

The contract between the parties which was approved by the Jefferson County Commission on March 13, 2014, in Minute Book 166, Page 138, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time an additional 210 calendar days. The new completion date is March 31, 2015.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President - Jefferson County Commission

CONTRACTOR

Richard Sprouse - Richard Sprouse Construction, Inc.

Change Order

Jefferson County, Alabama

Office of Community and Economic Development

Project Name: Clay Senior Center Renovations

Project No.: CDBG12-03A-M04-CSC

Order No.: 1

Date: August 14, 2014

The following change (s) is (are) hereby made to the contract by and between Jefferson County, Alabama and Richard Sprouse Construction, Inc. dated March 26, 2014 .

<u>Bid Item</u>	<u>Description of Changes</u>	<u>Change in Contract Amount</u>
Construction	Additional time needed due to unforeseen delays in the delivery of the structural steel.	\$ 0.00
Net Change per this Order		\$ \$0.00
Prior Contract Amount		\$ 134,000.00
Revised Contract Amount		\$ 134,000.00
Net Change in Time per this Order		210 days
Prior Construction Duration		100 days
Revised Construction Duration		310 days

All work performed under this change shall be in accordance with contract requirements except as modified by this order.

Accepted by _____, Contractor Attest _____

Recommended by _____, Architect Attest _____

Approved by W. D. Carrington, President, Jefferson County Commission Attest _____

Sep-11-2014-793

WHEREAS, the Roads and Transportation Department desires to perform road and street improvements on the following roads:

1. Warrior-Jasper Road (from US Highway 78 to Rouse Road)
2. Clay-Palmerdale Road (from Old Springville Rd. to State Highway 75)
3. Brookside-Coalburg Road (from 2054 Brookside Road to Birmingham city limits)

4. Mud Creek Road (from Johns Road to Lock 17 Road)
5. Camp Oliver Road/Franklin Ferry Road (from Lock 17 Road to Franklin Ferry Bridge); and

WHEREAS, Roads and Transportation desires to enter into a contract to perform this work to augment current County Forces.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that Roads and Transportation is authorized to proceed with the advertisement to accept bids for the above referenced projects.

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

Sep-11-2014-794

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Partial Funding Agreement between Jefferson County, Alabama and City of Hoover for right of way, utility and construction of Galleria Boulevard Extension from CR 458 (South Lorna Road) to SR 150.

PARTIAL FUNDING AGREEMENT BETWEEN THE CITY OF HOOVER, ALABAMA
AND JEFFERSON COUNTY, ALABAMA

This Partial Funding Agreement ("Agreement") is made and entered into this day of 2014, by and between the City of Hoover, Alabama, a municipal corporation (hereinafter referred to as the "City"), and Jefferson County, Alabama (hereinafter referred to as "County").

WITNESSETH THAT:

WHEREAS, the County has entered into agreements with the Alabama Department of Transportation (hereinafter referred to as "ALDOT") for the engineering, design and right of way acquisition of the Galleria Boulevard Extension from County Road 458 (also known as South Lorna Road) to State Route 150, an approximate length of 0.35 miles, (hereinafter referred to as "Roadway"); and furthermore, the County anticipates to enter into future agreements with ALDOT for utility relocation, construction and inspection of the Roadway; and

WHEREAS, the County's agreements with ALDOT are shared funding agreements with 80% of the costs provided by Federal funding and 20% of the costs provided by the County; and

WHEREAS, the City shares an interest in the completion of this Roadway as it will serve to advance economic development of the City, as well as the prosperity and welfare of its citizens. The Roadway will directly benefit the City and its residents as it will increase property values and additional development in the area of the City served by the Roadway, and will create new jobs for employees engaged in construction and ongoing operation of businesses developed along the Roadway; and

WHEREAS, in order to expedite the construction of the Galleria Boulevard Extension project, the City and County wish to enter into this Agreement, subject to City Council approval.

OW, THEREFORE, the parties hereto agree as follows:

1. The County will continue to work directly with ALDOT on the design, acquisition of any necessary right-of-way, utility relocation, construction and inspection of the Roadway, including entering into agreements with ALDOT as necessary.
2. The County will work with the City to obtain property appraisals and appraisal reviews for right-of-way acquisition (see item 4 below).
3. The County will pay its 20% share of the costs to build the Roadway in accordance with its agreement(s) with ALDOT.
4. The County and City agree that for the purposes of this Agreement, the expenses related to the Roadway for which the City will provide partial reimbursement to the County includes the cost of right-of-way acquisitions, utility relocation, and construction including inspection costs (hereinafter referred to as the "Reimbursable Expenses"). The County and City further agree that the expenses for which the City will pay directly at 100% are the property appraisals and appraisal reviews (hereinafter referred to as "Appraisal Expenses") as necessary for the right-of-way acquisitions. The City will be solely responsible for hiring said appraisers and conducting the work in accordance with all State and Federal guidelines.
5. The City agrees to reimburse the County one-half (1/2 or 50%) of the County's 20% share of Reimbursable Expenses and to pay directly to the service provider(s) one hundred percent (100%) of the Appraisal Expenses. However, the maximum combined cost for Reimbursable Expenses and Appraisal Expenses incurred by the City shall not exceed one million dollars (\$1,000,000.00).
6. The City will make payment to the County in accordance with this Agreement within thirty (30) days upon receipt of an invoice from the County.
7. Any notice, whenever required or permitted under the provisions of this Agreement, shall be in writing and sent by a nationally recognized overnight carrier, hand delivered, or mailed by U.S. mail, via first class mail with prepaid postage, addressed to the other parties as follows:

If to City: Attn: Mayor Gary Ivey

City of Hoover, Alabama
100 Municipal Lane
Hoover, AL 35216

If to County: Attn: Tony Petelos, County Manager
Jefferson County
716 Richard Arrington, Jr. Blvd. N.
Suite 251 Courthouse
Birmingham, AL 35203

Such notice shall be deemed to have been given when received or, if given by U.S. Mail, within three days after the deposit of such notice in the U.S. Mail, via first class mail, postage prepaid.

IN WITNESS THEREOF, the parties hereto, in their duly authorized representative capacity, have caused this Agreement to be executed as of the day and year first above written.

AGREED BY, on behalf of

Gary Ives

Mayor, City of Hoover

AGREED BY, on behalf of

David Carrington

President, Jefferson County Commission

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

Sep-11-2014-795

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Meadow Ridge, LLC for roadway improvements for the Meadow Ridge - Phase 3 project.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Meadow Ridge., LLC

Developer

Meadow Ridge -Phase 3

Project

Seal coat of asphalt

Improvements

May 1, 2015

Completion Date

\$30,000

Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.

4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Joel W. Mulkin
Highpoint Development, Inc.,
Meadow Ridge LLC
14 Office Park Circle, Suite 260
Birmingham AL 35223

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the bounty a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.

6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

DAVID CARRINGTON, President

Jefferson County Commission

Meadow Ridge. LLC - Developer

Joel W. Mulkin, Manager

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 166' of buried cable on Newfound Road in Gardendale.
2. AT&T Corporation to install 8,550' of buried cable on War Eagle Drive in Bessemer.
3. Alabama Gas Corporation to install 4,455' of 2" gas main for the Rock Creek Road Replacement in Concord.

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

Sep-11-2014-796

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Camp Oliver Road between Stringfellow Hill Road and Toadvine Road to remove and replace a drainage culvert on Wednesday, September 17, 2014.

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

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

Sep-11-2014-797

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Bell Hill Road at the intersection with Dickey Springs Road to realign the southern leg of the intersection on Saturday, September 13, 2014.

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

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

CONTRACT ID: CON-6514

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, the grant award in the amount of \$59,010.00 will be used for Senior Medicare Patrol Program to educate and empower beneficiaries to take an active role in the detection and prevention of health care fraud and abuse; and

WHEREAS, the term of the grant award is August 1, 2014 through May 31, 2015, and

WHEREAS, these are federal dollars and require a local match or in-kind match of up to 25% of the total federal match.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the grant award for the Alabama Department of Senior Services in the amount of \$59,010.00 to continue to provide services as outlined in the grant agreement, under the Older Americans Act and the Office of Senior Citizens approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute any documents necessary for acceptance of these funds and that the Chief Financial Officer is hereby authorized and directed to receive and receipt the grant funds accordingly.

GRANT AGREEMENT

This Grant Agreement is entered into by and between (Jefferson County, Alabama, by and through) the Office of Senior Citizens Services (hereinafter referred to as the Sub-Grantee) and the Alabama Department of Senior Services, (ADSS) for the implementation of the Senior Medicare Patrol Basic Grant # 90MP0182-03-00. It is understood that funding comes from the SMP Basic Federal Grant (CFDA 93.048).

PURPOSE: The SMP Grant funding opportunity is intended to foster program coverage; improve beneficiary education and inquiry resolution for other areas of health care fraud; foster national and state program visibility and consistency; improve the efficiency of the SMP program while increasing results for both operational and quality measures; and target training and education to isolated and hard-to-reach populations.

TERM OF AGREEMENT: The grant shall begin August 1, 2014 , and terminate not later than May 31, 2015 or any time prior if the funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 74 or 92 directly apply to this grant.

PAYMENT: Funds for this grant agreement period shall not exceed \$59,010.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

REPORTING: Reporting requirements shall be the same as required in the SMP Capacity Building Grant, however, funding and activities related to the SMP Basic Grant shall be reported separately from the SMP Capacity Grant. Report all SMP Basic Grant activities, following program guidance, to ADSS by the 10th of each month following prior month activities. The SMART FACTS data will be submitted to the Office of Inspector General by ADSS. Reporting will be accurate and true. Financial reports shall be required in accordance with ADSS policies and procedures. Financial reports will be submitted by the 21st of the month following the end of the program quarter. ADSS will monitor quarterly expenditure reflecting expenditure of funds each quarter will be cause for an administrative review. Continued accumulation of unspent funds may result in the reallocation grant period.

CONTINGENCY CLAUSE: It is expressly understood by both parties that any commitment of funds herein shall be contingent upon receipt an under the program for which this agreement is made. In the event of the from which payment under this agreement is to be made, the agreement termination.

AMENDMENTS: No alteration or variation of the terms of the grant s in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Federal Government. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION: Upon a material breach by Sub-Grantee, ADSS shall immediately have the right to terminate this grant. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed by both parties that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision of the agreement shall be deemed null and void. The Sub-Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS: At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the Sub-Grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this, grant agreement and will permit ADSS or those authorized designees to audit, examine, Investigate, or extract excerpts from Invoices, materials, documents, papers, records or gather data relating to matters covered by the grant.

CONFIDENTIALITY: The Sub-Grantee shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. The Sub-Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this grant agreement.

IMMIGRATION LAW COMPLIANCE: By signing this agreement, the Sub-Grantee parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Sub-Grantee found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Sub-Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS.

REGISTRATION: All organizations receiving Federal financial awards (i.e., grant, cooperative agreement, contract) or sub awards must have a DUNS (Data Universal Numbering System) and be registered with the CCR (Central Contractor Registration) as outlined in 2 CFR Part 25, Financial Assistance Use of Universal Identifier and Central Contractor Registration.

DEBARMENT: The Sub-Grantee by signing this agreement certifies it is not barred from bidding for or entering into this agreement and the Sub-Grantor acknowledges that ADSS may declare the agreement void if the certification completed is false.

ASSURANCES: The Sub-Grantee hereby agrees to abide by the attached Assurances.

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Todd Russell

(For Legal Compliance/Form)

SUB-GRANTEE

W. D. Carrington, President - Jefferson County Commission

Jefferson County, Alabama

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

Sep-11-2014-799

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, the Jefferson County Commission through the Jefferson County Office of Senior Citizens Services hereby submits the Area Plan on Aging for the period October 1, 2015 through September 30, 2018 to the Alabama Department of Senior Services; and

WHEREAS, the Jefferson County Office of Senior Citizens Services was given the authority to develop and administer the Area Plan on Aging in accordance with all requirements of the Older Americans Act, as amended, and is primarily responsible for the coordination of all regional activities related to the purpose of the Act as the designated Area Agency on Aging; and

WHEREAS, this includes, but is not limited to, the development of comprehensive and coordinated systems for the delivery of supportive services, including multipurpose senior centers and nutrition services, and to serve as the effective and visible advocate for seniors in the region; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that this plan is hereby approved and constitutes authorization to proceed with activities under the plan upon approval of the State Unit on Aging. (Draft copy of Plan on file in the Minute Clerk's Office)

Verification of Intent

Jefferson County Office of Senior Citizens Services hereby submits the Area Plan on Aging for the period October 1, 2015 through September 30, 2018 to the Alabama Department of Senior Services. The operating agency named above was given the authority to develop and administer the area plan on aging in accordance with all requirements of the Older Americans Act, as amended, and is primarily responsible for the coordination of all regional activities related to the purpose of the Act as the designated Area Agency on Aging. This

includes, but is not limited to, the development of comprehensive and coordinated systems for the delivery of supportive services, including multipurpose senior centers and nutrition services, and to serve as the effective and visible advocate for seniors in the region.

This plan is hereby approved by the Jefferson County Commission and constitutes authorization to proceed with activities under the plan upon approval of the State Unit on Aging.

The Area Plan hereby submitted was developed in accordance with all state and federal statutory and regulatory requirements.

This plan is based upon projected receipts of federal, state and other funds and thus is subject to change depending upon actual receipts and/or changes in circumstances. Substantive changes to this plan will be incorporated through amendments to the plan.

Area Agency Executive Director

W. D. Carrington, President, Jefferson County Commission

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

Sep-11-2014-800

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License and Services Agreement, including Exhibits and Schedules between Jefferson County, Alabama and Tyler Technologies to provide for purchase and implementation of Munis ERP applications in the amount of \$5,600,000.

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth: in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A-DEFINITIONS

- "Acceptance" means that the County has verified as a result of completion of the Acceptance Test Plan for each Tyler Software product that such Tyler Software product has been installed, configured and is live in use in conformance with this Agreement, including all Exhibits. Acceptance will be conferred on the basis of individual Tyler Software products as outlined in the Acceptance Test Plan for such products. For data conversion, Acceptance means that the Client has verified as a result of;completion of the Acceptance Test Plan for conversion services, that data has been successfully converted without material error. Acceptance is preliminary until Final Acceptance of the ERP.
- "Acceptance Test Plan" means the procedure for Acceptance testing of individual Tyler Software products, the ERP, and data conversion undertaken by Tyler that is mutually developed by! the parties and incorporated into the Agreement. The Acceptance Test Plan shall include an Acceptance checklist for each delivered and installed Tyler Software product, which checklist shall be incorporated into and made a part of the Certificate of Acceptance for that individual Tyler Software product and for the ERP.
- "Agreement" means this License and Services Agreement, the Exhibits hereto, and the Statement of Work executed in connection herewith.
- "Business Days" means the working days of Jefferson County, the State of Alabama, for the U.S. Government.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means Jefferson County, Alabama, including its departments, and the agencies and the boards listed in Exhibit G hereto.
- "Defect" means a failure of the Tyler Software Products to substantially conform to the Specifications set forth in the Documentation.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Disaster Recovery" means the disaster recovery services described in Schedule 4 attached to, Exhibit C and incorporated herein by reference and the Investment Summary. Tyler will provide notice of any change in Disaster Recovery services, with such change not to take effect until the next, renewal of Disaster, Recovery services by the Client.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instruction , user guides, manuals and other training or self-help documentation and the Tyler RFI.
- "Effective Date" means the date on which your authorized representative signs the Agreement.

- "ERP" means the Tyler Manis enterprise resource planning system consisting of a suite of integrated Tyler Software applications and custom interfaces and software modifications to Tyler Software applications for information exchange with Third Party Software Products more fully described in the Investment Summary and Statement of Work that will allow Client to collect, store, manage, and interpret data from its core departments and business functions using common databases maintained by a database management system. The ERP facilitates information flow between all of Client's business functions and manages connections to outside stakeholders.
- "Final Acceptance" has the meaning set forth in Section C(9).
- "Final Project Plan" means the final project and implementation plan agreed to by the parties, which outlines roles, responsibilities, deliverables, schedules and milestones in calendar and project Documentation. The parties will agree on the Final Project Plan as set forth in the Statement of Work, and it will be incorporated into the Statement of Work as an Exhibit thereto.
- "Force Majeure Event" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Initial Project Plan" means the initial draft of the project and implementation plan, which outlines roles, responsibilities, deliverables, schedules and milestones in calendar and project documentation which will be mutually agreed upon by the parties as set forth in the Statement of Work ;and will be incorporated herein by reference.
- "Interfaces" means the interfaces to be provided by Tyler (as set forth in the Investment Summary) to link the Tyler Software and Third Party Software and systems comprising the ERP. Specifications for the Interfaces and designations of Interfaces by level of importance (i.e., "Level 1") will be mutually agreed by the parties in writing and set forth in this Agreement.
- "Investment Summary" means the agreed upon cost proposal for the software, products, and services attached as Exhibit A and incorporated herein by reference.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B and incorporated herein by reference. (e will not make material changes to the Invoicing and Payment Policy during the duration of the implementation, and the pricing set forth therein for Maintenance and Support Services will remain in place throughout the first 10 years of Maintenance and Support Services.
- "Live" means that the Tyler Software products and the ERP as a whole are ready to be used for daily operations with the configurations and Interfaces set forth in the Statement of Work and Final Project Plan.
- "Maintenance and Support Agreement" means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C and incorporated herein by reference. Services under any future Maintenance and Support Agreement will not be changed to be materially less than our current Maintenance and Support Services during the seven (7) years following the Available Download Date.
- "Maintenance and Support Services" means the maintenance and support services rendered under the Maintenance and Support Agreement.
- "Mandates" has the meaning in Section I(24).
- "OSDBA" means Tyler's Operating System and Database Administration support services or your database and system maintenance needs described in and attached as Schedule 2 to Exhibit incorporated herein by reference. Tyler will provide notice of any change in OSDBA service, which change not to take effect until the next renewal of OSDBA services by the Client. "Statement of Work" means a statement of work mutually agreed upon and executed by the hereto setting forth the implementation or other services relating to the ERP, including the services, assumptions, project tasks, testing and Acceptance criteria, as well as other terms acceptable to the parties. Each Statement of Work shall be incorporated into this Agreement reference and will comprise an integral part of this Agreement. The initial Statement of attached hereto as Exhibit E and incorporated herein by reference.
- "Specifications" means the written specifications setting forth the functions, capabilities, results and descriptions of, and technical information relating to, the individual Tyler Software product conversion and ERP. Future functionality may be updated, modified, or otherwise enhanced to our Maintenance and Support Services, and the governing Specifications for such future functionality will be set forth in our then-current Documentation.
- "Substantial Breach" shall mean Tyler's (i) failure to install all of the Tyler Software and Third Party Software, (ii) failure to complete implementation by the dates set forth in the mutually Statement of Work and Final Project Plan solely due to Tyler's failure to perform in accord obligations under this Agreement, (iii) failure to modify the Tyler Software so that it remains compliant with Mandates, (iv) abandonment of the Agreement or any portion thereof or of its management and on-going Maintenance and Support Services in accordance with this Agreement, except as caused by a Force Majeure Event or with respect to an event giving Tyler the right to terminate this Agreement without the prior written consent of the Client, or (v) failure to correct a Priority 1 issue (as defined in the Support Call Process).
- "Support Call Process" means the support call process applicable to all of our customers who licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- "Third Party End User License Agreement(s)" means the end user license agreement(s), if any, Third Party Software attached as Exhibit D and incorporated herein by reference.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Services" means the Third Party services identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler RFI" means Tyler's submitted response to Client's request for information for the amended, a copy of which is attached as Exhibit F and incorporated herein by reference.
- "Tyler Software" means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- "we", "us", "our" and-similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B -SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a perpetual, jurisdictional (meaning there is no limit to the number of connected or named users who will use the ERP as primary or casual users) license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if, you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting service is with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer pursuant to a mutually agree upon Statement of Work subject to this Agreement.

1.6 We reserve all rights in and to the Tyler Software and Documentation not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright, and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software and Documentation is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary.

Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of Source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth, in the Maintenance and Support Agreement. In the event Tyler cannot cure the Defect or provide a product with materially equivalent functionality, Client will be entitled to a refund of the license fees paid for the Tyler Software product containing the Defect, as depreciated on a straight-line basis over a seven (7) year period commencing on the Available Download Date. Should a refund be issued pursuant to this Section before Live use of the Tyler Software product subject to the refund (not in any event not to exceed two (2) years from the Effective Date), no proration shall apply.

5. Limited Integration Warranty. We warrant that the modifications and interfaces will integrate with the Tyler Software as set forth in the Tyler RFI (or as otherwise indicated in this Agreement) as part of the ERP. If the modifications and interfaces do not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. In the event Tyler cannot cure the Defect or provide a materially equivalent integration, Client will be entitled to a refund of the fees paid for the defective modifications or interfaces, as depreciated on a straight-line basis over a seven (7) year period commencing on the Available Download Date. Should a refund be issued pursuant to this Section before Live use of the modification or interface subject to

the refund (not in any event not to exceed two (2) years from the Effective Date), no proration shall apply.

6. Use of ERP. Notwithstanding anything in this Agreement to the contrary, Tyler acknowledges and agrees that the Client will utilize, and will allow Jefferson County departments, agencies and boards listed in Schedule 1 hereto to access the ERP, to process, generate and share information without violating the restrictions of this Section B. Such use, collectively, shall be from one (1) instance of the Tyler Software products.

SECTION C - PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and detailed in the Statement of Work and Final Project Plan. The general scope of services is set forth in the Initial Project Plan, and Tyler and Client will mutually agree on the Final Project Plan tailored for Client's implementation as set forth in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary which are \$2,671,520. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will set forth, in the Investment Summary, the time, rates, total professional services fees.' The not to exceed price is \$2,671,520 ("Not To Exceed Price") based on the scope of the Statement of Work. Subject to Section C(3), we will bill you the actual fees incurred based on the in-scope services provided to you at the quoted rates for the services rendered. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Costs Not to Exceed. Notwithstanding anything to the contrary in Section C(2), unless Client modifies the scope of work set forth in the Final Project Plan and the Statement of Work by signing a written change order with Tyler or Client fails to perform its material obligations as set forth in this Agreement, the professional service fees due from Client under this Agreement will not exceed the Not To Exceed Price, exclusive of annual Maintenance and Support Services fees, OSDBA support fees, Disaster Recovery Services fees, Third Party Services fees, and expenses reimbursable to Tyler pursuant to the Business Travel Policy. The Not To Exceed Price will not apply to the extent Client modifies the scope of the services itemized in the Statement of Work and otherwise included in this Agreement or if the Client fails to timely perform all of its material obligations under this Agreement.

4. Additional Services. The Investment Summary, Statement of Work and Final Project Plan contain the scope of professional services and related costs (including programming and/or interface fees) required for the project based on our understanding (set forth in the Tyler RFI) of the specifications you supplied. It is the intention of the parties that this Agreement will set forth in detail all services required for delivery of the entire ERP to be performed by Tyler and Client. The parties will cooperate in good faith to minimize change orders or addenda that increase the total project cost above the Not To Exceed Price. If, despite the intent of the parties, additional work is required, or if you request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. We will only proceed with such additional services on the execution by both parties of a mutually acceptable addendum or change order. Any additional or optional services provided within two (2) years after the Effective Date will be performed at the rates listed in the Investment Summary. The price quotes in the addendum or change order will be valid for the longer of two (2) years after the Effective date of this Agreement or three (3) months after the addendum or change order is presented by Tyler.

5. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments as set forth in the Final Project Plan. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure Event or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel less than two (2) weeks in advance of scheduled commitments.

6. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. Personnel assigned to the project will be appropriately trained, experienced and qualified to perform the tasks for which they are responsible. Tyler will use best efforts to assure continuity in key personnel (as identified in the Statement of Work) assigned to the project to efficiently perform its obligations as set forth in the Final Project Plan. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you. If the Client is not satisfied with the training, experience or qualifications of any personnel assigned to the project, it will notify Tyler in writing and the parties will use commercially reasonable efforts and cooperate in good faith to resolve Client's dissatisfaction.

7. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services as set forth in the Project Plan, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software and ERP is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation as set forth in this Agreement. This cooperation includes

working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure Event or to the material failure by your personnel to provide such cooperation and assistance (either through action or omission) as outlined in the Final Project Plan.

9. Final Acceptance. Notwithstanding anything to the contrary herein or in the Statement of Work, and notwithstanding Acceptance of individual components of software, products and services by Client, the parties acknowledge and agree that the software, products and services that are the subject of this Agreement are being provided as a part of a single, unified ERP project. "Final Acceptance" of the EDP will occur if the ERP system operates for twelve (12) months of live operation ("Audit Period") in the production environment in conformity with all Specifications, and when Training and Knowledge Transfer, as set forth in the Statement of Work and Final Project Plan, are complete. Client's audit of the ERP for Final Acceptance can only be started once all modules of the ERP System are in use in Client's Live production environment. During the Audit Period, the Client will perform an audit of the ERP system. If, after conducting the audit, either the Tyler Software products or the ERP system as a whole (including modifications and interfaces) does not function in compliance with the Specifications and the warranties detailed in this Agreement, the Client will have the option, upon written notice to Tyler prior to the end of the Audit Period, to:

9.1 Terminate the entire Agreement for cause in accordance with the provisions of Section G(2) of this Agreement in the event of uncorrected Priority 1 errors; or

9.2 Accept the entire ERP system at its then level of performance, and we will provide Maintenance and Support Services as otherwise specified herein; or

9.3 Permit the Audit Period to be further extended for such period as mutually agreed upon by the parties in writing to address identified non-compliance; or

9.4 Accept those modules of the ERP system that are in compliance with the Specifications, and require Tyler to conform the remaining portions to the Specifications of the Agreement in accordance with a mutually agreed upon schedule (and upon completion of such work, you shall again have the right to accept or reject the entire ERP); or

9.5 Pursue such remedies as may be available to the Client at law or in equity.

If after conducting the Final Acceptance audit, the Tyler Software products and the ERP system as a whole function in accordance with the Specifications and comply with the warranties detailed in this Agreement, Tyler and the Client will execute a Letter of Final Acceptance.

SECTION D - MAINTENANCE AND SUPPORT

We will provide you with Maintenance and Support Services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. We also will provide, as indicated in the Investment Summary, Disaster Recovery services, and OSDBA support services for the fees set forth in the Investment Summary. You agree to pay us the annual Maintenance and Support Services fees, the fees for Disaster Recovery services, and OSDBA support services in accordance with our invoicing and Payment Policy.

Provided Client pays and in consideration of Client's timely and regular payment of annual fees for Maintenance and Support Services, Tyler will provide Maintenance and Support Services for the Tyler Software products for at least seven (7) years from the Available Download Date (as defined in the Maintenance and Support Agreement).

SECTION E-THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary and in accordance with the Final Project Plan. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s). For the Adobe Third Party Software, the Third Party End User License Agreement attached as Exhibit D and incorporated herein by reference.

2.1 We will install on-site the Third Party Software. The installation cost is included in the installation fee in the Investment Summary and in the Statement of Work.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee pursuant to your agreement with the Developer.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by your agreement with the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer in accordance with the terms of a mutually agreed upon Statement of Work subject to this Agreement.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party

Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty, guarantee or indemnity that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the licenses, products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement or the applicable Third Party End User License Agreement, or if you believe an invoice for any product or service is incorrect, you will provide us with written notice within fifteen (15) Business Days of your receipt of the applicable invoice. The written notice of non-compliance must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the action plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services including Maintenance and Support Services, if you failure to pay an invoice not disputed as described above.

SECTION G - DEFAULT; TERMINATION; REMEDIES

1. Event of Default by the Tyler. Any one of the following events shall constitute an "Event of Default" by Tyler if not cured within any applicable notice and cure period (which shall be no less than thirty (30) days unless specifically indicated in this Agreement):

1.1 Tyler's failure to cure a Substantial Breach within thirty (30) Days of receiving written notice thereof from the Client;

1.2 The discovery by the Client that any material statement of fact furnished to the Client by Tyler in connection with the Tyler RFI or this Agreement for the privilege awarded hereunder is materially false or materially misleading;

1.3 Commencement of any insolvency or bankruptcy proceeding (including, without limit anon, a proceeding for liquidation, reorganization or adjustment of indebtedness) against Tyler if an order for relief is entered against Tyler and the same is not stayed or vacated within thirty (30) Days after entry thereof, or if Tyler fails to secure a discharge of the proceedings within sixty (60) calendar days after the filing thereof;

1.4 The making by Tyler of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;

1.5 The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Tyler, whether or not judicial proceedings are instituted in connection with such appointment or sufferance; and

1.6 The placement of any lien or levy upon property used by Tyler in its business operations which is not discharged of record within sixty (60) calendar days, or any levy under any such lien.

2. Termination For Cause. On the occurrence of an uncured Event of Default, you may terminate all or any portion of this Agreement with written notice to us. You agree to comply with Section I (3), Dispute Resolution, prior to termination if there is a bona fide dispute between us relating to such Event of Default. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Termination for Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate all or any portion of this Agreement upon thirty (30) Business Days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

4. Termination for Force Majeure Events. Either party has the right to terminate this Agreement if a Force Majeure Event suspends performance of scheduled tasks by the other party for a period of forty-five (45) days or more. In the event of termination due to a Force Majeure Event that prevents performance by the party claiming Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

5. Effect of Termination or Non-Renewal on Licenses. You have the right to not renew or to terminate for an uncured Event of Default,

Maintenance and Support Services, Disaster Recovery services and OSDBA support services. Any such non-renewal or termination will not, on its own, result in a termination of this Agreement with respect to, or the perpetual license granted hereunder for, the Tyler Software.

6. Remedies. On an Event of Default, in addition to the rights set forth in this Section G, you may pursue any rights or remedies available in equity or at law.

SECTION H - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will indemnify you and defend you and your agents, officials, and employees against and third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. Further, if we fail to promptly assume defense of an infringement claim, we will indemnify and hold you harmless from and against any and all costs and expenses (including reasonably attorneys' fees and court costs) that you incur in connection with such claim prior to our assumption of the claim provided you provide us with advance written notice' of no less than one (1) week of your intent to incur costs and expenses due to our failure to assume defense of an infringement claim. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim, adverse final judgment or loss is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; © altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or © replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent) or losses, if applicable, we will, at our option and expense, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; © replace it with a functional equivalent; or (d) terminate your license and refund the license fees and implementation fees paid for the infringing Tyler Software as depreciated on a straight-line basis over a seven (7) year period commencing on the Available Download Date. Should a refund be issued pursuant to this Section before Live use of the Tyler Software product subject to the refund (not in any event not to exceed two (2) years from the Effective Date), no proration shall apply. This Section H(1) provides you're a exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury.

2.1 We will indemnify, defend and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful, misconduct and the negligence or willful misconduct of our agents, and employees.

2.2 You will be responsible for all for personal injury or property damage to the extent caused by your acts or omissions or by the acts or omissions of your employees, officers, directors, agents and contractors.

2.3 Neither party shall be liable for any losses to the extent resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) THE OTHER PARTY'S ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY., THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2), THAT ARISE OUT OF OR RESULT FROM A PARTY'S BREACH OF SECTION 1(18).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 11N NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR

CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we, at our own expense, agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate; (b) Automobile Liability of at least \$1,000,000 combined single limit; (c) Professional Liability of at least \$5,000,000; (d) umbrella coverage of at least \$10,000,000 (with such umbrella coverage only required during the course of the implementation); and (e) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance in a form reasonably satisfactory to the Client showing that Tyler has complied with this Paragraph prior to the Effective Date and thereafter upon your written request. Failure of Client to demand a certificate or other sufficient evidence of full compliance with these insurance requirements or failure of Client to identify a deficiency from the evidence that is provided as proof of insurance will not be construed as a waiver of Tyler's obligation to maintain the required insurance coverage specified herein.

SECTION I - GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet in Jefferson County, Alabama within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction in Jefferson County, Alabama. Nothing in this Section I (3) shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement and any ad valorem taxes for our equipment and property used (but not sold to Client) in the performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Alabama Code Section 31-13-9. By signing this Agreement, Tyler and Client affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

8. Subcontractors. We will not subcontract any services under this Agreement without your prior Written consent, not to be unreasonably withheld.

9. Assignment & Successors and Assigns. Neither party may assign this Agreement without the prior Written consent of the other party; provided, however, that your consent is not required in the event we have a change of control as a result of a merger, consolidation or other corporate transaction or as a result of the sale of substantially all of our assets. The Client and Tyler, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the approved successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

10. Force Majeure Events. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by a Force Majeure Event; provided, however, that within ten (10) Business Days of the Force Majeure Event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for

a reasonable time extension equal to the estimated duration of the Force Majeure Event.

11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement. No third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

12. Entire Agreement; Amendment. This Agreement, including any referenced or listed exhibits and included schedules, and any Statements of Work, represents the entire integrated agreement between you and us with respect to the subject matter hereof, and supersedes any prior negotiations, agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

13. Severability & Headings. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law. Paragraph and Section headings included in the Agreement are for convenience only and are not intended to define or limit the scope of any provisions of the Agreement.

14. No Waiver & Choice of Remedies. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter. The parties acknowledge that the Client, in executing and performing this Agreement, is a government entity acting in a governmental capacity. In the event of a default or breach of the Agreement by either party, the other party reserves the right to choose among the remedies for the default or breach available to it. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available.

15. Independent Contractor. The relationship of Tyler to the Client will be that of an independent contractor, and no principal/agent or employer/employee relationship will be created by this Agreement. Tyler; is an independent vendor for all purposes under this Agreement and will have no authority, express or implied, to act for or bind the Client. Nothing contained within this Agreement will be deemed or construed by the Client or Tyler or by any third party to create the relationship of a partnership or a joint venture. Tyler agrees that it, its agents, servants, employees and subcontractors, are and at all times will be deemed to be independent contractors, and will not, in any manner whatsoever, by their actions or deeds commit the Client to any obligation irrespective of the nature thereof, and will not at any time or for any purpose be deemed employees of the Client.

16. Notices. All notices or communications required or permitted as a part of this Agreement must) be in writing and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; © upon receipt by sender of proof of email delivery; (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice or (6) upon written refusal to accept delivery signed by an agent or employee of the intended recipient. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

17. Client Lists; News Releases; Testimonials; On-Site Visits. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials. The foregoing notwithstanding, Tyler will issue no news releases pertaining to the project without the prior written consent of the Client's designated project representative ("Client Project Manager"), and then only in coordination with the Client. The Client is under no obligation to furnish testimonials to Tyler for reuse and dissemination by Tyler to third parties in the promotion of sales of its products and services; and Tyler will not attribute any statement or communication made by the Client as a testimonial without the prior written consent ;of the Client Project Manager. Tyler will not arrange or conduct any on-site visits to the Client's premises by prospective client cities, employees or agents without the prior written consent of the Client. The Client's representative or designee will be the exclusive contact person for all visits and communications (email or telephone).

18. Confidentiality; Information Security. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information (as hereinafter defined) of the other party and that disclosure of such Confidential Information could violate rights to private individuals and entities, including the parties. "Confidential Information" is nonpublic information that a reasonable person would believe to be confidential or that a party designates as "Confidential" and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it Will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. Each party agrees that it will not use the other party's Confidential information for any purpose other than the implementation of this Agreement. Each party agrees that it will not disclose any Confidential Information of the other party to any third party (other than lawyers, accountants and other advisors with a need to know and contractors who are bound by confidentiality and non-disclosure agreements at least as restrictive as these provisions) and further agrees to take all reasonable and appropriate action to prevent such use or disclosure by its employees or agents.

The Client does not intend to provide, and Tyler does not intend to receive, protected health information ("PHI") as defined in the Health Insurance Portability and Accountability Act, and implementing regulations ("HIPAA"), and "nonpublic personal information" ("NPI") as defined under the Gramm-Leach-Bliley United States Code §6801 et seq.), and implementing regulations ("GLB") in the course of perform this Agreement. If, despite the intent of the parties, Tyler receives NPI or PHI, Tyler shall upon notice from Client, promptly will delete the same from its system and dispose of such NPI or PHI in accordance with applicable laws. Tyler has implemented information security measures, policies and procedures in th of an information security program (the "Program") designed to (I) ensure the security and confidentiality of Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; (iii) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to its customers and clients an employees; (iv) ensure proper disposal of Confidential Information; and (v) comply with industry standard information security standards. Tyler shall periodically test, monitor and audit its Program in assure that the same is consistent with industry practices and standards. Such testing, monitor auditing shall include security testing (including, without limitation, random host penetration security testing), random social engineering attacks, and firewall and network penetration testing of data depositories and hosted environments. If indicated by the Client's risk assessment, Tyler will allow, Client or its designee to audit the Program, or, at Tyler's option, will provide Client with the results of information security tests and audits conducted by or on behalf of Tyler of the Program. In connection with Disaster Recovery services, Tyler will not store, and will not allow its contractors to store, Client's Confidential Information in a facility or on servers located outside of or accessible outside of the United States. If Tyler subcontracts Remote Data Back Up services, it will notify the Client of the name and address of the subcontractor that will have access to Client's Confidential information and will provide information requested by Client about the subcontractor and its practices to allow the Client to conduct due diligence on the subcontractor and its information security measures, policies and procedures. Notwithstanding anything to the contrary contained herein, the parties recognize that unauthorized disclosure Of the other's Confidential Information will cause immediate irreparable harm to the owner for which monetary damages may be inadequate, and therefore, the disclosing party shall be entitled to equitable !relief, including without limit a temporary and permanent injunction and specific performance, if the receiving party threatens or actually breaches its duty of confidentiality hereunder.

The confidentiality covenants contained herein will survive the termination or cancellation If this Agreement. This obligation of confidentiality will not apply to information that:

- 18.1. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- 18.2. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- 18.3. a party receives from a third party who has a right to disclose it to the receiving party;
- 18.4. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law; or
- 18.5. is required to be disclosed by applicable laws or regulations or by an order of a court of competent jurisdiction or other legal process; provided that in the event of a compelled disclosure, the: party required to make such disclosure shall provide notice to the other party as early as practicable prior to such disclosure in order to enable the other party to contest and/or attempt to limit the extent of such disclosure.
19. Business License. In the event a Jefferson County, Alabama business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license. We will comply with other applicable licensing requirements.
20. Data Breaches. If a breach of security results in an unauthorized intrusion into Tyler's systems and access to Client Confidential Information, Tyler, at its expense, will take appropriate measures to stop the intrusion; report on the intrusion to Client within a reasonable time after discovery of the intrusion; subsequently report the corrective action taken by Tyler in response to the intrusion; and provide reasonable assistance to Client to support any mandatory disclosures about the intrusion by ;Client required by law.
21. Governing Law. The parties acknowledge that this Agreement has been executed in Jefferson County, Alabama, and that work will be performed in Jefferson County. The parties further acknowledge and agree that Alabama law will govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that Alabama law will govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to Alabama conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Agreement will be brought in any court of competent jurisdiction in Jefferson County, Alabama. By executing this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue or personal jurisdiction in any court sitting in Jefferson County, Alabama, or in the event of a legal action or proceeding filed in the United States District Court for the Northern District of Alabama.
22. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment

hereto will be deemed an original signature and will be fully enforceable as if an original signature.

23. Authorized Representative. Each party will designate a qualified representative who will serve as its representative and who will have authority to act for and on behalf of that party including the coordination of the performance of obligations under this Agreement. The Client will provide Tyler with reasonably necessary information and data concerning the Client's operations and activities in order for Tyler to fulfill its obligations pursuant this Agreement. Each party will fulfill all of its responsibilities as set forth in the Statement of Work.

24. Client Property: Use of Data. Data collected on tape or hard copy form supplied by the Client to be utilized by Tyler in the computer system database contemplated herein will remain the property of the Client, and no use will be made thereof beyond that listed in the Agreement without written permission of the Client. Tyler will be authorized to use all reports, data, or other material prepared by Tyler for the Client under this Agreement in the performance of this Agreement, but will not disclose, nor permit disclosure of, any information designated by the Client as confidential, except to its employees and other consultants who need such information in order to properly provide the services under this Agreement.

25. Books and Records. Tyler will maintain full and complete books and records of its accounts for the Client in accordance with generally accepted accounting practices. Such books and records pertaining to the Client will be retained for a period of three (3) years, and will at all reasonable times (though no more often than once per year) on at least one (1) week prior written notice be available for audit and inspection at Tyler's offices during normal business hours by the Client or its designated representative. This will include Tyler's annual audited Financial Statement.

26. Legal Compliance. Tyler agrees to make itself aware of and comply with all applicable, state and federal ordinances, statutes, laws, rules and regulations for the Tyler Software products and any and all work and services performed by Tyler in accordance with this Agreement (collectively, the "Mandates"). Tyler further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Notwithstanding anything to the contrary herein, the Client acknowledges and agrees that the Client's payment of annual Maintenance and Support Services fees includes Tyler's modification of the Tyler Software products to remain compliant with State of Alabama and Federal Mandates. The foregoing notwithstanding, Mandates shall not include those requirements applicable to Jefferson County related to the imposition of federal receivership.

27. Proposed Functionality. Notwithstanding anything to the contrary stated in this Agreement, if a modification or new release performed by Tyler removes material functionality or interoperability as set forth in Tyler's RFI (for those Tyler Software products listed in the Investment Summary) within five (5) years of the Effective Date, Tyler will provide an alternate means of providing such functionality or interoperability that is substantially the same in functionality and ease of use.

28. Performance Bond. A performance bond, executed by a surety company authorized to do business in the State of Alabama, in an amount equal to 100% of the Tyler Software license fees and services fees specified in the Investment Summary, and at Tyler's expense, is part of this Agreement. The performance bond will remain in full force and effect for twenty four (24) months from the Effective Date but may be renewed upon mutual agreement of the parties if Final Acceptance has not occurred, through no fault of the Client, by the expiration date of the bond.

29. Authorization to Proceed for Optional Items. The project will be defined in phases in the Final Project Plan and Statement of Work. Products and services listed in the "Optional Items" section of the Investment Summary will require a written authorization from both parties to be included in the scope of the project. The documents authorizing Tyler to proceed must be signed by the Client prior to permitting Tyler to proceed with the installation or ordering of Optional Items.

30. Coordination of Implementation; Activities and Obligation. Tyler and the Client will cooperate with each other in the implementation of all aspects of this Agreement, including the technique, sequence, procedures and means of coordination of the work, and will provide all supervision and direction necessary to accomplish same. Tyler will provide all manner of labor, materials, apparatus, appliances, tools, machinery, transportation and whatever else may be required to do and complete the work, and will be responsible for same, and for the safe, proper and lawful installation, maintenance and use thereof.

The Client will provide consumable products [i.e., paper, toner, ribbons, etc.] in conformance with the written specifications provided to the Client by Tyler. In addition Tyler and the Client will reasonably protect the work sites and work from damage. All on-site work will be approved and scheduled in advance by the parties hereto in accordance with the Final Project Plan.

31. Entry on Client Property. No employees of Tyler will be on-site at the Client without the prior permission and personal on-site check-in with the Client's Project Manager or designee. The Client may allow Tyler access to the work-site in early morning and evening hours to expedite installation by mutual agreement. Tyler agrees to coordinate all activity with Client on a daily basis.

32. Successor Software Products. As long as the Client maintains a continuous Maintenance and Support Agreement with Tyler for each of the Tyler Software products and (I) in the event a Tyler Software product is no longer supported, and (ii) Tyler makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software product for seven (7) years from the Available Download Date, then the Client, at its sole discretion, may transfer the Tyler Software product to the Successor Products, for no additional license fees. In the event the Client elects

to transfer the Tyler Software products to the Successor Products, the Client will return to Tyler the Tyler Software products and pay the then-current maintenance and support fees for the Successor Products. Client also will pay fees for Tyler implementation services and Third Party Hardware and Third Party Software associated with the transfer to the Successor Products, at the rate(s) charged to other Tyler clients.

33. Construction. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The terms "will" and "shall" are mandatory in this Agreement.

34. Contract Documents. This Agreement includes the following Exhibits and Schedules: (on file in the Minute Clerk's Office)

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
 - Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
 - Schedule 1: Support Call Process
 - Schedule 2: OSDBA Support
 - Schedule 3: Disaster Recovery Services
- Exhibit D Adobe End User License Agreement and SymPro Agreements
- Exhibit E Statement of Work
- Exhibit F Tyler RFI Response
- Exhibit G Board and Agencies that will utilize the ERP

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the dates) set forth below.

Tyler Technologies, Inc.

James J. Hurley, III, Senior Vice President

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel
Telephone: (800)772-2260

Jefferson County, Alabama

W. D. Carrington, President - Jefferson County Commission

Address for Notices:

Jefferson County
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, Alabama 35203
Attention: CFO
Telephone: (205)

With a copy (which shall not constitute notice to):

Jefferson County
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, Alabama 35203
Attention: County Attorney
Telephone: (205)

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

Questions Sent to Carol Sue Nelson (County Attorney), George Tablack (CFO) and Roosevelt Butler (CIO) on September 9, 2014 with September 10, 2014 Answers

Is the source code in escrow? What is a triggering event?

See Section B, Paragraph 3 of the License and Services Agreement – page 4. Source code is in escrow with Iron Mountain. The County has the right, on payment of a \$700 per year fee, to be added as a beneficiary under the same agreement by which all of Tyler's customers since 2008 have access to the source code of the software. The release events are: (1) mutual written instruction of Tyler and the County, (2) Tyler's bankruptcy or insolvency, or (3) Tyler's failure to cure a material default under the License and Services Agreement with the County. The release events are better than market release events, which typically are limited to the insolvency or dissolution of the business of the vendor.

What exactly does software maintenance include and exclude? Particularly, what does it include as it relates to bug fixes and software enhancements?

See Exhibit C of the License and Services Agreement – Maintenance and Support Agreement. Under the Maintenance Support Agreement Tyler will: (1) maintain Tyler Software in accordance with the warranty set forth in the License and Services Agreement as long as the County doesn't make unauthorized modifications, (2) provide telephone support/help-desk support, (3) maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services,

(4) provide the County with a copy of all releases to the Tyler Software (including updates and enhancements and updates to the applicable user guides) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect, (5) support prior releases of the Tyler Software in accordance with our then-current release life cycle policy, and (6) modify the Tyler Software products to remain compliant with applicable state and federal laws, rules and regulations, for no additional cost beyond the annual maintenance and support fees. Notwithstanding any end of life policy, Tyler agreed to maintain the Tyler Software for at least 7 years.

What does the contract say about response times?

See Exhibit C, Schedule 1 – Support Call Process – of the License and Services Agreement. The County is responsible for categorizing support calls by priority or severity of the issue. Priority 1 Call - issue is critical to the client, the Munis ERP application or process is down. Priority 2 Call - issue is severe, but there is a work around the County can use. Priority 3 Call - issue is a non-severe support call from the County. Priority 4 Call - issue is non-critical for the County, and the County would like to work with Support as time permits. Depending on the County's classification of an issue, Tyler is required to respond as follows:

<u>Open Call Priority</u>	<u>Maximum number of days a support call is open</u>	<u>Support managers and analysts review open calls</u>
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

If the response time question relates to system response times – We asked Tyler to provide a system response warranty but were told that the system response times are tied to the County's infrastructure equipment and vary based on the speed of the County's equipment.

What warranties are included?

See Section B, Paragraph 3 and 4 of the License and Services Agreement – page 4- 5. Limited Software Warranty. The Tyler Software will be without Defect as long as the County has a Maintenance and Support Agreement in effect. A Defect is the failure to comply with written specifications setting forth the functions, capabilities, results and descriptions of, and technical information relating to, the individual Tyler Software products, data conversion and ERP. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the defect as set forth in the Maintenance and Support Agreement. In the event Tyler cannot cure the Defect or provide a product with materially equivalent functionality, the County is entitled to a refund of the license fees paid for the Tyler Software product containing the Defect, as depreciated on a straight-line basis over a seven (7) year period commencing on the Available Download Date. Should a refund be issued pursuant to this Section before Live use of the Tyler Software product subject to the refund (not in any event not to exceed two (2) years from the Effective Date), no proration shall apply. Limited Integration Warranty. Tyler warrants that the modifications and interfaces will integrate with the Tyler Software as set forth in the Tyler RFI (or as otherwise indicated in the License and Services Agreement) as part of the ERP. If the modifications and interfaces do not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. In the event Tyler cannot cure the Defect or provide a materially equivalent integration, the County will be entitled to a refund of the fees paid for the defective modifications or interfaces, as depreciated on a straight-line basis over a seven (7) year period commencing on the Available Download Date. Should a refund be issued pursuant to this Section before Live use of the modification or interface subject to the refund (not in any event not to exceed two (2) years from the Effective Date), no proration shall apply.

See Section C, Paragraph 6 of the License and Services Agreement – page 6. Services Warranty. All services will be performed in a professional, workmanlike manner, consistent with industry standards. Personnel assigned to the project will be appropriately trained, experienced and qualified to perform the tasks for which they are responsible. Tyler will use best efforts to assure continuity in key personnel (as identified in the Statement of Work) assigned to the project to efficiently perform its obligations as set forth in the Final Project Plan. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to the County. If the County is not satisfied with the training, experience or qualifications of any personnel assigned to the project, it will notify Tyler in writing and the parties will use commercially reasonable efforts and cooperate in good faith to resolve the County's dissatisfaction. To minimize the risk of service failures, the County vetted and interviewed the Project Manager and subject matter experts that Tyler will provide for the project, and the County required Tyler to name the vetted individuals by name in the Statement of Work.

See Section E, Paragraph 3 of the License and Services Agreement – page 8. Third Party Product Warranties. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and passes through to the County any warranty, guarantee or indemnity that Tyler may receive from the Developer or supplier of the Third Party Products.

Is the annual software maintenance based on the license price we paid or the then existing license price? If the then existing price, we are subject to increases higher than 5%. What's to prevent them from increasing the fee 5% per annum even if the cost of living is 2%.

See Exhibit B, Paragraph 1.2 of the License and Services Agreement - Invoicing and Payment Policy – page 2. The maintenance fees are based on the Tyler Software license fees, the total of which is set forth on Exhibit A of the License and Services Agreement - Investment Summary – page 2, quoted in the Investment Summary. The fees are not tied to the "then current" Tyler software license fees. The

maintenance fees are a percentage of the total Tyler Software license fees quoted in the Investment Summary, before the discounts and waivers. Maintenance for the bulk of the Tyler modules is priced at 18% of the license fees, and certain more complicated modules are priced from 20%-22% of the license fees. The total annual maintenance fees (\$369,947 – which is the total maintenance fees, less OSDDBA, Payroll Tax Table Update and Disaster Recovery support fees) for the Tyler Software products (excluding OSDDBA and Disaster Recovery Services) are approximately 18.7% of the license fees quoted on page 2 of the Investment Summary. The fees will not increase by more than 5% per annum for the first 10 years. Thereafter, the fees will not increase by more than increases Tyler imposes on similarly situated clients. As is shown in the chart, maintenance fees for the ERP Software products and the Payroll Tax Updates for the first year are \$0.00 – waived by Tyler. The fees for Year 2 (1st renewal term) do not increase over the fees set forth on page 2 of the Investment Summary (\$369,947), prior to before waiver/discount. See page 2 of the Investment Summary.

Year (cap)	Maintenance Amount	Disaster Recovery / Database Admin Support (5 year Cap)	Payroll Tax Table Update	Total Per Year
1 (waived)	\$	\$ 60,000.00	1 (Waived)	\$ 60,000.00
2 (0%)	\$ 369,947.00	\$ 60,000.00	\$ 1,000.00	\$ 430,947.00
3 (3%)	\$ 381,045.41	\$ 60,000.00	\$ 1,000.00	\$ 442,045.41
4 (3%)	\$ 392,476.77	\$ 60,000.00	\$ 1,000.00	\$ 453,476.77
5 (4%)	\$ 408,175.84	\$ 60,000.00	\$ 1,000.00	\$ 469,175.84
5 Year Total	\$ 1,551,645.02	\$ 300,000.00	\$ 4,000.00	\$ 1,855,645.02
6 (5%)	\$ 428,584.64	TBN*	TBN	TBN
7 (5%)	\$ 450,013.87	TBN	TBN	TBN
8 (5%)	\$ 472,514.56	TBN	TBN	TBN
9 (5%)	\$ 496,140.29	TBN	TBN	TBN
10 (5%)	\$ 520,947.30	TBN	TBN	TBN
Total	\$ 5,471,490.70			

* TBM indicates "To Be Negotiated."

Are there any restrictions on use? Number of users? Affiliated organizations?

The County may use the software only for its own internal business uses. Section B, Paragraph 1, pages 3 – 4 of the License and Services Agreement. Tyler has acknowledged and agreed that the Personnel Board, EMA and the Pension Board are, for the purposes of the License and Services agreement only, considered part of the County for purposes of use of the ERP. Section B, Paragraph 6, page 4 of the License and Services Agreement. The ERP is an enterprise system, and there are no limitations on the number of users. Section B, Paragraph 1.1, page 3 of the License and Services Agreement.

Are there any performance holdbacks? And, if so, their amount, timeframes and triggering events?

Payments for all implementation services are tied to the County's acceptance and sign off on project milestones as set forth in the Invoicing and Payment Policy – Exhibit B to the License and Services Agreement and Tyler's work effort outlined in the Statement of Work (See Exhibit E to the License and Services Agreement). The final hold-back amount of 25% of the implementation fees is not due until 60 days after the County accepts the ERP for Go Live.

What are the payment terms?

Payment terms vary depending on the item being paid. All payment terms are set forth in Exhibit B of the License and Services Agreement – Invoicing and Payment Policy.

What costs will the county have in addition to those outlined in the document?

Unless the County and Tyler execute a Change Order to increase or materially change the scope of the project, the County should not incur any fees other than those set forth in the Tyler License and Services Agreement and Statement of Work and in Third Party Product documents for (1) PensionGold Software License and Services with Levi, Ray & Shoup, Inc., (2) SymPro Treasury Management Software License and Services with Emphasys Software (first year's fees are paid through Tyler and included in the Investment Summary), and (3) Adobe (first year's fees are paid through Tyler and included in the Investment Summary). The County has incurred fees to outside counsel, Maynard, Cooper & Gale, P.C., in connection with contract negotiations.

We negotiated a Not to Exceed Price with Tyler to cap the total project implementation expenses. The only items not covered by the Not to Exceed Price are reimbursable expenses (such as travel costs which are estimated in the Investment Summary but will be paid as incurred), annual maintenance expenses (which are paid every year and will continue after implementation), and increases in the scope of the project which are covered by a Change Order signed by the County and Tyler. (See Section C, Paragraph 3 of the License and Services Agreement – page 5).

What state law controls? Is arbitration required?

The Tyler agreements are governed by Alabama law, and jurisdiction and venue for disputes is in Jefferson County, Alabama. See Section I, Paragraphs 3 and 21 of the License and Services Agreement – pages 12 and 16. The Adobe software is "off the shelf software," and Adobe will not change the governing law from California unless a State has a statute making use of California law illegal. Alabama does not have such a statute. Arbitration is not required. The parties agreed to escalate all disputes to Senior Management to resolve, and if the dispute is not resolved within 30 days, either party is entitled to seek judicial relief. See Section I, Paragraph 3 of the License and Services

Agreement – pages 12.

David Carrington

Commissioner Carrington’s Statement:

“Some in the County have questioned whether or not Commissioners should be asking questions about acquisitions and contracts. As long as I’m a Commissioner, I will do my constitutional duty of being a good steward of the citizen’s money – and that requires me to ask questions. In fact, if previous Commissioners had asked question on major acquisitions and contracts, we might not have been in the financial mess we inherited when we were sworn into office four years ago.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, September 25, 2014.

President

ATTEST

Minute Clerk