

STATE OF ALABAMA)

JEFFERSON COUNTY) October 6, 2016

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 9:07 A.M., James A. Stephens, President, presiding and the following members present:

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 – David Carrington

Commissioner George Bowman was absent due to the NACO Conference.

Invocation was led by Chris Willis, District 3 and the Pledge of Allegiance led by Theo Lawson, County Attorney.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown, that the Minutes of September 22, 2016, be and hereby are approved. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, October 4, 2016, and approved the following items to be placed on the October 6, 2016, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Items 1-5 and 1 additional item added.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-13.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-12 and 3 Addendum Items.

Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1 (Zoning Hearing).

Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-26 and 3 additional items of Travel added to the BMO report.

Presentation made by Commissioner Brown recognizing Tommy Rouse, Director of Jefferson County Youth Detention and the retirement of Youth Detention employee's Lemon Edmonds, 27 years of service and Belinda Williams, 22 years of service.

OCT-6-2016-815
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**

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.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case **Z-2016-020** Carroll Cove, LLC, owners; Joel Mullin, applicant requests a change of zoning on Parcel ID# 43-01-4-000-004.000 in Section 01 Twp. 20 South Range 5 West from R-1(S) (Single Family) to R-G (Single Family) for a single family residential subdivision. (Case Only: 5163 Eastern Valley Road, McCalla, AL 35111)(MCCALLA)(35.5 Acres M/L)

APPROVED UPON SATISFACTION OF A CONTINGENCY AND FILING OF COVENANTS:

Contingency-

Approval of a preliminary drainage study and the entrance by the Department of Roads and Transportation.

Covenants:

1. All lots shall be a minimum of sixty-five (65) feet in width; and
2. All residences shall have a minimum have a front setback of twenty (20) feet and all garages shall have a minimum front setback of twenty-five (25) feet; and
3. All residences shall be a minimum of one-thousand five hundred (1,500) sq. ft. in area (heated and cooled space).
4. Prior to the recording of the record plat, the roads within the subdivision shall be completed including the wearing surface (the "seal"). Furthermore, a surety, in an amount to be determined by the Department of Roads and Transportation, shall be placed with Jefferson County to include road repairs for all roads within the Carroll Cove subdivision (from Eastern Valley Road to the rear of this proposed development) as may be necessary due to damage by construction vehicles. This surety amount is in addition to other sureties as may be required.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above resolution be adopted with the addition of covenants number 4. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

**OCT-6-2016-816
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**

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.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case **Z-2016-021** Steve F. Bromley, owner; James Bell, applicant requests a change of zoning on Parcel ID# 13-01-4-000-006.000 in Section 01 Twp. 16 South Range 2 West from A-1 (Agriculture) to Institutional-2 for a communal living facility for disabled veterans. (Case Only: 5092 Pinson Valley Parkway, Center Point, AL 35215)(PINSON VALLEY)(0.98 Acres M/L)

BE CARRIED OVER TO THE OCTOBER 20, 2016 for the applicant to submit the following:

1. The square footage of the house; and,
2. A plan for how the property will be used, including what services will be offered and the building configuration; and,
3. Verification that the septic system/sewer has the capacity to handle the number of people the facility will house.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above resolution be carried over to the October 20, 2016 Commission Meeting. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-817

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and CareFusion 211, Inc. in the amount of \$7,301.10, as follows:

CareFusion Terms and Conditions

1. Quotation/Purchase Agreement; Effective Date; Product. This Quotation/Purchase Agreement is comprised of the terms and pricing set forth in this document, including these Terms and Conditions (this "Agreement"). Customer acceptance of this Agreement is expressly limited to the terms of this Agreement. The "Effective Date" of this Agreement shall be the date set forth at the top of the first page of this Agreement. "Product" means each CareFusion product and/or service identified in this Agreement.
2. Performance. Each Party shall bear the cost of the Party's performance of this Agreement. Each Party shall comply with all federal and state laws and regulations applicable to the Party's performance of this Agreement.
3. Purchase Orders; Minimum Order. Any terms stated in, or otherwise provided in connection with, a Customer purchase order ("Purchase Order") that are in addition to or conflict with this Agreement shall have no force or effect. No Purchase Order shall be less than \$75.00.
4. Delivery. Except as set forth in any applicable group purchasing organization agreement or above in this Agreement, CareFusion shall: (i) deliver Products to Customer at CareFusion's

shipping dock as soon as commercially reasonable after complete execution of this Agreement; and (ii) arrange carriage of the Products on Customer's behalf from CareFusion's shipping dock to Customer's facility and, in that case, Customer shall pay CareFusion the freight charges CareFusion incurs to ship the Products.

5. Risk of Loss. From the time CareFusion delivers a Product until Customer pays for the Product in full, Customer shall be responsible for any loss of or damage to the Product from any cause ("loss") except for Loss caused by CareFusion's negligence.

6. Acceptance. A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation services, provided that such Product functions substantially in accordance with the specifications of its Operating Manual (defined below). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its Operating Manual.

7. Payment Terms. After CareFusion delivers a Product (or completes performance, if the Product is a service), CareFusion shall deliver an invoice to Customer that identifies and states the price for each Product. For sales within the United States, Customer shall pay the price stated for Products within thirty (30) days after CareFusion delivers such invoice to Customer. For sales outside the United States, Customer shall pay the price stated for Products within thirty (30) days after CareFusion delivers such invoice to Customer.

8. Taxes. Prices and fees stated for Products do not include any taxes, if applicable. Customer shall pay when due any sales, property or other taxes or other assessments of any kind (other than any tax based solely on CareFusion's net income) and related interest and penalties arising from Customer's acquisition or possession of the Products.

9. Operating Manual. If applicable, CareFusion shall deliver to Customer, solely for Customer's internal use, one (1) copy of the then-current operating manual ("Operating Manual") for each Product. Customer shall not reproduce any Operating Manual.

10. Limited Warranty. Each Product shall perform in accordance with the material specifications of the Product's Operating Manual (the "Limited Warranty"). If a Product fails to perform in accordance with the Limited Warranty because of a defect in workmanship or material, then, as Customer's sole remedy (not limiting any right to indemnification pursuant to Sections 15 and 17), CareFusion shall promptly repair or replace, at CareFusion's option, the Product, or any part thereof. EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS SECTION, CAREFUSION DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Limited Warranty does not apply to any Product that: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; or (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents or causes beyond CareFusion's reasonable control.

11. Restriction on Use of Products. Customer shall use each Product only: (i) for Customer's internal use; (ii) in the manner described in the Product's Operating Manual; and (iii) in accordance with applicable laws and regulations. Customer shall not install or use on a Product any software other than software licensed from CareFusion for use with that Product. Customer shall not remove or alter any tags, labels or identifying markings placed by, or on behalf of, CareFusion on any Products or packaging.

12. Returned Goods Authorization. Customer shall request, and CareFusion shall then provide, a Returned Goods Authorization number for a Product prior to Customer delivering that Product to CareFusion for warranty or repair services pursuant to this Agreement.

13. Product Software. "Product Software" means all CareFusion-owned software, (e.g. application software, embedded and/or integrated software, interface software, custom drivers), and "Third Party Software" is any software distributed with the Products owned by a third party for which there is no separate license agreement between you and the owner of the Third Party Software (collectively the "Software"). CareFusion is not selling any Software and all title and intellectual property rights in and to the Software is owned by the owner of the Software. CareFusion licenses Software to Customer solely pursuant to the terms of this Agreement; there are no implied rights. Customer shall not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of the Software; (ii) make any copies of Software, except for one (1) copy to store for emergency back-up purposes only; or (iii) sell, assign, sublicense, distribute, rent or transfer Software to a third party.

14. Decontamination. Customer shall clean and decontaminate any previously-used Product prior to delivering or tendering that Product to CareFusion to permit CareFusion to perform implementation or repair services.

15. Intellectual Property Indemnity.

(a) Notice and Cooperation. Customer shall provide notice in accordance with Section 27(c) to CareFusion promptly after Customer receives actual notice of any demand, claim, suit, or proceeding against Customer that contends that a Product used by Customer consistent with the Operating Manual infringes any United States patent, copyright, trade secret or other proprietary right of a third party (each, an "Infringement Claim"). Customer shall authorize CareFusion to have sole control of the defense and/or settlement of the Infringement Claim. Upon CareFusion's request, Customer shall provide reasonable cooperation in the defense and/or settlement of the Infringement Claim.

(b) Indemnity. CareFusion at its expense shall: (i) defend the Infringement Claim; (ii) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement) arising out of the Infringement Claim; and (iii) reimburse Customer for reasonable costs and expenses incurred by Customer to provide the cooperation requested by CareFusion pursuant to Section 15(a) of these General Terms.

(c) Indemnity for Injunction. If Customer is enjoined ("Enjoined") from using a Product related to an Infringement Claim, then CareFusion shall immediately use commercially reasonable efforts to dissolve the injunction, replace the Product with a substantially equivalent Product and/or modify the Product so that the Product's use is no longer Enjoined in a manner that does not substantially affect the performance of the Product. If Customer is Enjoined for a period exceeding sixty (60) consecutive days and, if Customer provides notice (the "Election Notice") to CareFusion while Customer is Enjoined, then, within fifteen (15) days after the Election Notice, CareFusion shall take possession of and title to the Product and shall pay Customer the amount of the net Purchase Price or net License Fee paid by Customer for the Product less 1/60th of that net Purchase Price or net License Fee for each calendar month that elapsed between the date the Product was delivered to Customer and the date of the Election Notice.

(d) Exclusive Remedy. This Section 15 states Customer's exclusive remedy and CareFusion's total liability to Customer regarding an Infringement Claim.

16. Option to Modify. If CareFusion determines that a Product might infringe any United States patent, copyright, trade secret or other proprietary right of a third party, then CareFusion may, at its option, replace the Product with a substantially equivalent Product or modify the Product in a manner that does not adversely affect the performance or functionality of the Product.

17. Indemnification. Each Party ("Indemnifying Party") shall indemnify and defend the other Party (the "Indemnified Party") against any claims asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's conduct. In addition, CareFusion shall indemnify and defend Customer against any claim asserted against Customer by a third party based upon a Product that has not been modified other than by or on behalf of CareFusion.

18. Exclusion of Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS. This Section shall not limit a Party's right to indemnification from the other Party pursuant to Sections 15 and 17.

19. Insurance. CareFusion will maintain: (i) commercial general liability insurance, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer's written request naming Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than \$1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Agreement.

20. Default by Customer. If Customer (i) fails to pay any payment required by this Agreement within ten (10) days after CareFusion delivers notice to Customer that the payment is past due or (ii) fails to cure any other default of this Agreement within thirty (30) days after CareFusion delivers notice to Customer identifying the default, then CareFusion may by notice declare Customer to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, cancel the then-remaining performance of this Agreement and/or repossess any Product for which Customer has not paid CareFusion in full.

21. Default by CareFusion. If CareFusion fails to cure a material default of this Agreement within thirty (30) days after Customer delivers notice to CareFusion identifying such default, then Customer may by notice declare CareFusion to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, to cancel the then-remaining performance of this Agreement, except for payment due for Product delivered to Customer and for which Customer has not paid CareFusion in full.

22. Proper Reporting of Discounts and Pricing. The prices under this Agreement may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The parties hereto shall: (i) comply with all applicable laws and regulations

relating to the accounting, application, and proper reporting of discounts and pricing under this Agreement, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under this Agreement net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of this Agreement and all other documentation regarding this Agreement, together with the invoices for purchase of products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

23. Access to Records. For a period of four (4) years after CareFusion has performed this Agreement, CareFusion shall make available, upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), or upon request of the Comptroller General of the United States ("Comptroller"), or any of their duly authorized representatives (collectively, the "Requesting Party"), this Agreement, any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion pursuant to this Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12) month period to perform any services in connection with this Agreement, then CareFusion shall obligate the subcontractor to permit Access to the Requesting Party.

24. Confidentiality. Except as required by law, neither Party shall disclose to a third party the terms of, or issue any public statement regarding, this Agreement without the other Party's prior written approval.

25. Exclusion. CareFusion is not excluded from participation from any federally-funded health care program, including Medicare and Medicaid (each, a "Program"). If CareFusion is excluded from any Program, then CareFusion shall immediately deliver notice to Customer and, subject to the satisfaction of any rights then-accrued by the Parties, Customer may elect by notice to cancel any remaining obligations in connection herewith.

26. Customer Policies. CareFusion and its employees shall comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Agreement signed by each Party.

27. General.

(a) Force Majeure. If a Party is reasonably prevented from performing an obligation of this Agreement because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the

Party's reasonable control (collectively, a "Force Majeure Event"), then that Party shall not be in breach of this Agreement during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the

Force Majeure Event; and (ii) immediately uses best efforts to perform the obligation notwithstanding the Force Majeure Event.

(b) Assignment. Neither Party may assign any rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that either Party may assign such Party's rights and obligations under this Agreement without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets in connection with the subject matter of this Agreement.

(c) Notices. Any notice from one Party to the other Party related to this Agreement shall be in writing and delivered either by hand, overnight courier or first class mail (certified or registered, return receipt requested, postage prepaid) to the receiving Party's Notice Address stated below. A notice shall be deemed to be given when delivered if by hand or by overnight courier and three days after it is mailed if by certified or registered mail. Either Party may change its Notice Address upon delivery of notice to the other Party.

(d) Severability; Non-Waiver. If a court or other body of competent jurisdiction declares any term of this Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect. No right created by this Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.

(e) Governing Law. This Agreement shall be governed by the laws of the state identified in Customer's Notice Address below, without regard to that state's conflicts of law provisions.

(f) Prevailing Party. If a Party prevails against another Party regarding any claim arising from or related to this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.

(g) Entire Agreement: Amendment. This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior written and oral agreements, quotes, proposals, bids/bid responses, and understandings between the Parties regarding the subject matter of this Agreement. No changes to this Agreement shall be effective unless in a writing signed by both Parties. Any terms of Customer's Vendor Policies that are in addition to or conflict with this Agreement shall have no force or effect.

28. Applicable Terms of GPO Agreement. If a Group Purchasing Organization agreement ("GPO Agreement") is applicable to a Quotation/Purchase Agreement ("QPA") as of the Effective Date of the QPA and if the GPO Agreement states that identified terms of the GPO Agreement are incorporated into the QPA related to that Product, then the identified terms of the GPO Agreement shall be incorporated into the QPA related to that Product and shall supersede any conflicting term or condition applicable to the QPA related to that Product.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-818

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County,

Alabama and the UAB School of Health Professions to establish an affiliation between the school and facility to provide clinical education to Dietetic students while working in the facility's Nutrition Department.

AGREEMENT

WHEREAS, The Board of Trustees of the University of Alabama for the University Of Alabama At Birmingham, School of Health Professions, hereinafter referred to as "School" and Jefferson County Commission Alabama d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "Facility", desire to set in writing the terms and responsibilities of the two institutions with regard to an affiliation program in the Nutrition Sciences Department do hereby mutually agree as follows:

I. MUTUAL RESPONSIBILITIES

1. The purpose of this agreement shall be to establish an affiliation between the "School" and the "Facility" to provide clinical education to Dietetic students while working in the Facility's Nutrition Department with the Nutrition Coordinator.
2. Both parties agree that the clinical education of the student shall complement the service and educational activities of the "Facility". However, it is understood that students shall not be used in lieu of professional or staff personnel and that they shall be under the supervision at all times.
3. The "Facility" shall designate a Clinical Coordinator who will coordinate the in-house activities of students as planned by the Program Director designated by the "School".
4. The parties understand and agree that the affiliation program providing the basis for this agreement does not establish any employment relationship, nor employer-employee relationship, nor respondent-superior relationship, nor master- servant relationship, in any way whatsoever, between the "Facility" and any student or faculty member or other agent or representative of the "School" or sponsor. Further, the parties acknowledge and agree that the "Facility" shall not be any such employer of any of the students or faculty members or any other agent or representative of the "School", for purposes of any workman's compensation law or any work place law whatsoever applicable to employers and employees. And, "Facility" shall not be liable for payment to anyone of any form of wages or compensation or taxes, including F.I.C.A., occupational or income tax withholding. In furtherance hereof, the "School" hereby agrees that as a condition of participation in this affiliation program, "School" shall require and obtain from each participating student and faculty member a properly executed "Assumption of Risk and Hold Harmless and Indemnification Agreement" in the form attached hereto. The Agreement shall be submitted to the "Facility" at the beginning of the affiliation program.
5. The "Facility" shall reserve the prerogative to remove from its facility any student or faculty member for what it considers to be just and reasonable cause. The removal of the person will occur when and only when no other solution to the problem seems appropriate and the intention to remove said person has been mutually discussed by the "Facility" and the "School". The "School" has the right to appeal this action to the "Facility".
6. The determination of the number of students, their names, their scheduled hours and areas, the learning objectives of the student or course, the availability of the "Facility" , and where indicated, the student: instructor ratio shall be made by mutual agreement between the officially designated representatives of the "School" and "Facility" prior to the beginning of each educational session. The "Facility" reserves the right to allocate access to the "Facility" among this and other educational programs as the "Facility" deems reasonable and appropriate.

7. The "School" and the "Facility" shall periodically review the "School's" use of the "Facility's" resources and experiences and shall endeavor to find ways of improving said use.

8. Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status in the assignment, employment, acceptance and activities of students in the program established by this agreement.

9. All services, consulting, products, materials, warranties or any other thing of value rendered or exchanged under terms of this agreement will be provided for the duration of the agreement in accordance with applicable federal and state laws or regulations, standards of the Joint Commission on the Accreditation of Healthcare Organizations or other applicable accrediting bodies or governmental regulatory agencies.

10. The "School" shall assign to the "Facility" only students and faculty who are covered by Specified Medical Professions Liability Insurance Policy and have executed the Acknowledgment and Indemnification Agreement.

II. FACILITY'S RESPONSIBILITIES

1. The "Facility" will provide an orientation program for the "School" staff to the extent this orientation will benefit the teaching program.

2. The "Facility" will permit use of available classroom and conference space.

3. The "Facility" will permit use of available instructional materials.

4. The "Facility" will provide reasonable consumable supplies as may be used in demonstration or practice.

5. The "Facility" will make available opportunities for observation and/or experience in various departments of the "Facility" as appropriate to the learning objective of each student or course.

6. The "Facility" agrees to make available to students and faculty initial first aid for injuries or accidents occurring on the premises. All other medical and dental costs, Hospitalization or treatment subsequent to the incident, are the responsibility of the student or the faculty.

7. The "Facility" shall not be responsible in any respect for the parking or transportation of students to and from the "Facility" for their assignment.

8. The "Facility" will allow students and instructors, at their own expense, to use break room facilities in the "Facility".

9. "Facility" acknowledges and agrees that the information provided by "School" or others on behalf of "School" that directly relates to any "School" student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e. g, CPR, OSHA/Blood borne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). "Facility" represents and certifies that it will (1) protect the confidentiality of all student information; and will not, except with the writ-ten consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

III. SCHOOL AND STUDENT RESPONSIBILITIES

1. The "School" shall send to the "Facility" only those students who have successfully completed the requirements for the clinical education component of the curriculum.
 2. The "School" shall assign to the "Facility" only students and faculty who possess all required licenses or permits and that such licenses or permits will be maintained in force throughout the life of the agreement.
 3. The "School" shall send to the "Facility" only such students as are free from any contagious disease, including tuberculosis, at the most recent physical examination that would pose a direct threat to the health or safety of the student or others for the student's participation in the program. Such physical examination shall be given not more than twelve (12) months previous to the beginning of the training session.
 4. The "School" shall assign to the "Facility" only students and faculty who are insured against any damages arising from an alleged malpractice occurring during the clinical education experience at the "Facility". The "School" shall maintain such insurance in full force and effect throughout the life of the agreement. If said insurance expires or is nullified for any reason, notice of this event must be provided in writing to the "Facility".
 5. The "School" shall make available to "Facility" a certificate of liability coverage applicable to the negligent acts and omissions of UAB faculty and students, which occur in the performance of the clinical experience at "Facility".
 6. The "School" shall recommend that all students in the program should be enrolled in a hospital and medical insurance plan, equivalent, prior to their arrival at the "Facility".
 8. The "School" will provide all clinical supervision, instruction and evaluation of students. The term "School" includes employee/members of the facility Nutrition Sciences Department and who have faculty appointments with the Nutrition Sciences program.
 9. While in attendance at the "Facility", students and faculty shall adhere to all "Facility" rules, regulations, procedures and policies. Students and, if appropriate, faculty shall abide by any requirements relating to the "Facility's" dress code policy.
 10. The "School" shall inform but not train students, prior to their arrival at the "Facility", of such policies as the "Facility" may request to have communicated. The "Facility" shall orient the students with respect to the operating practices of the "Facility".
 11. Students enrolled in the "School's" Nutrition Sciences program shall be and remain students of the "School" and shall in no sense be considered employees of the "Facility".
 12. The "School" shall inform students of their responsibility to maintain privacy and confidentiality with respect to all "Facility" affairs, records and case data as set forth in the Health Insurance Portability and Accountability Act of 1996 and will assist "Facility" in monitoring compliance throughout the life of the agreement.
 13. Licensed faculty using the "Facility" as a clinical practice area shall provide the "Facility's" representative with a copy of their current professional license for the State of Alabama with a notation "copy" written on the copy in red ink. The original license must be viewed by a "Facility" representative prior to making and submitting a copy.
- IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized agents this 15 day of August, 2016.

"JEFFERSON COUNTY COMMISSION ALABAMA d/b/a COOPER GREEN MERCY HEALTH SERVICES
James A. "Jimmie" Stephens, President Jefferson County Commission

SHP MEMORANDUM OF AGREEMENT BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM,
Timothy R. McMinn

Assistant Vice President for Financial Affairs
Carleton Rivers, MS, RDN.
Program Director – UAB Dietetic Internship

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-819

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Stella Seagle, RHIT, CTR, to amend the completion date of the agreement as follows:

STATE OF ALABAMA
JEFFERSON COUNTY Contract ID: CON-00007347
Stella Seagle, RHIT, CTR AMENDMENT TO CONTRACT

This is Amendment I to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Stella Seagle, RHIT, CTR hereinafter referred to as "the Contractor" for Cancer Registry 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:

The Agreement between the parties which was approved by the Jefferson County Commission on June 18, 2015, and recorded in Minute Book 168; Page(s) 183-184, is hereby amended as follows:

- Amend the completed date of this contract from October 1, 2016 through September 30, 2017.
- Compensation shall not exceed the original contract amount of \$10,000 for this term.
- All other terms and conditions of the original contract remain the same.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-820

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to an agreement between

Jefferson County, Alabama and Leland Eaton, MD, to extend the terms of the agreement as follows:

AMENDMENT

This is Amendment I to the Contract entered into the 1st day of December, 2015 by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Leland Eaton, MD, (hereinafter referred to as "Physician,") to provide professional 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:

The contract between the parties which was approved by the Jefferson County Commission on December 3, 2015, and recorded in Minute Book 169; Page(s) 143, is hereby amended as follows:

Extend the term of this contract to December 1, 2016 — November 30, 2017.

Compensation shall not exceed the original contract amount of \$208,000 for this term.

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

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

OCT-6-2016-821

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute and agreement between Jefferson County, Alabama and 3M Health Information Systems for software license agreement in the amount of \$40,294.50 per year for a term of three years.

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

1.1 "3M Software" means all copies of 3M-owned computer program(s) identified in any Appendix (and associated Schedule) to this Agreement and any Update thereto.

1.2 "Authorized Site" means and includes any entity that controls, is controlled by, is under common control with, or is under a written management contract with Client, which is specifically identified as an Authorized Site listed in the Software and/or Services Schedule to any Appendix to this Agreement. "Control" is defined as possessing fifty-one percent (51%) or more of the voting stock or other ownership interest. If Client desires to have an entity included as an Authorized Site that does not otherwise meet the "Control" threshold set forth herein, 3M will consider the inclusion of such an entity on a case-by-case basis.

1.3 "Authorized Users" means the employees, contract workers (i.e., individuals employed by a third party assigned to perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) and independent contractors (i.e., self-employed individuals who perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) of an Authorized Site and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician). 3M will also permit Client to include, as Authorized Users, consultants and contractors not otherwise included within the foregoing definition provided that (i) the consultant or contractor has a legitimate need to access and use the Software solely on behalf of an Authorized Site, (ii) the consultant or contractor is not, in 3M's reasonable opinion, a competitor of 3M and (iii) Client requires such consultant or contractor to execute 3M's standard Third Party Access and Confidentiality Agreement.

1.4 "Client Data" means any data, information, or materials provided by Client to 3M for facilitating the purposes of this Agreement, including, but not limited to; images, patient records and all translations, and versions of that data.

1.5 "Consulting Services" means consulting services performed in accordance with this Agreement and Appendix 8 and more particularly described in a Statement of Work ("SOW"). Consulting Services shall be listed on the respective Schedule to Appendix 8. Consulting Services specifically do not include Implementation or Training Services, Support Services or Professional Services.

1.6 "Documents" means written reference, operations and/or users manuals and other documents, and all revisions thereto, which provide specifications for or instructions for the use of the Software and/or the implementation of the Services, and which are furnished to any Authorized Site by 3M via download from <https://support.3Mhis.com> or through the Control Panel feature of the Software (ASP). Printed Documents maybe requested by Client and may require a reasonable shipping and handling fee.

1.7 "Equipment" means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Installation Site(s) and/or Authorized Sites that meet or exceed 3M's then current minimum configuration requirements for using the particular Software, or substitute or backup equipment first approved by 3M in writing.

1.8 "Installation Site" means the physical location of the Equipment on which the Software (CSI) is installed. All Installation Sites shall be identified on the Schedule to any applicable Appendix to this Agreement.

1.9 "License" means the right granted by 3M to the Client to use the Software as set forth in the applicable Appendix for the Term that is applicable to such Software.

1.10 "License Start Date" or "Go-Live" means the date in which (a) 3M has completed all installation and training tasks and the respective module(s) of Software CSI are made available to Client's Authorized Users for actual production use in a live environment, or (b) the Software CSI designated Client-installable ("CI"), is "delivered" to Client, or (c) 3M provides Client with access to and use of the Software (ASP). "Delivered" means (i) Client has downloaded the Software CSI from 3M's website, or (ii) seven (7) calendar days after 3M ships the Software CSI media to Client, or (iii) Client has taken physical possession of any Purchased Equipment. For the avoidance of doubt, unless set forth otherwise on the respective Schedule, the Go-Live Date shall be set regardless if Customer elects not to install the Software CSI designated CI or use the Software after the Go-Live Date.

1.11 "Professional Services" means services provided by 3M, at the request of the Client, not otherwise provided for in this Agreement and listed on the respective Schedule to Appendix 4. Professional Services specifically do not include Implementation or Training Services, Support Services or Consulting Services.

1.12 "Purchased Equipment" means, but is not limited to, third party hardware, software, peripherals, etc., purchased by 3M, on behalf of Client, in accordance with the terms of this Agreement.

1.13 "Schedule" means a list of each particular item of Software licensed or Service to be provided, to each Authorized Site (and the associated fees), attached to the respective Appendix as may be amended from time to time.

1.14 "Services" means and may include, to the extent included in this Agreement, Implementation Services, Training Services, Support Services, Professional Services and/or Consulting Services.

1.15 "Software" means 3M Software and Third Party Content. Provisions of this Agreement referring to Software denoted as "CSI" shall apply only to Software that is implemented by delivery of the Software to the Client, on physical media or by online download, for installation on the Client's Equipment at Client's Installation Site(s). References in this Agreement to Software denoted as "ASP" Software shall apply only to Software that is implemented by enabling the Client to access and use the functionality of the Software, or the results produced by the use of the Software, remotely via the Internet, Virtual Private Network or other online means without installation of the Software on the Equipment. Provisions of this Agreement referring to Software without denotation to "CSI" or "ASP" shall apply to both types of Software.

1.16 "Support Services" is further defined in Section 3. Support Services specifically do not include Implementation or Training Services, Professional Services, or Consulting Services.

1.17 "Term" of any particular Software License is further defined in the applicable Appendix. "Term" of the Agreement shall mean the period of time from the Effective Date to the termination of the last License for any particular item of Software and/or conclusion of the last Service, as set forth in the Appendices hereto.

1.18 "Third Party Content" means all non-3M-owned computer programs and/or materials (including, but not limited to, for example, CPT™ codes) incorporated into, or distributed by 3M for use in conjunction with, 3M Software, together with any Updates or diagnostic support aids thereto which are distributed to any Authorized Site by 3M.

1.19 "Update" means an enhancement or modification to the Software which 3M makes generally available to its clients without an additional or increased License fee. Unless otherwise stated, Updates to 3M Software shall be governed by the terms and conditions of this Agreement.

1.20 "Upgrade" means the replacement of 3M Software with a newer version containing new features and/or functions of the same product which 3M makes generally available to its clients with an additional and/or increased License fee. Unless otherwise stated, Upgrades shall be governed by the terms and conditions of this Agreement.

2.0 OWNERSHIP; RESTRICTIONS; USE; SERVICES

2.1 Ownership. 3M Software is licensed, not sold. Title to all copies of the Software, Services and Documents (including those made by Authorized Users), and to all 3M confidential and proprietary information, shall be and remain vested in 3M and/or its suppliers. 3M also retains title to all media used to supply Software to Client. Title to the software or other analytical tools that 3M utilizes to provide Services under this Agreement ("Service Tools") shall be and remain vested in 3M and/or its suppliers. No license, express or implied, under any patents, copyrights, trademarks or other property rights to such Service Tools are granted to Client under this Agreement unless such Service Tools are specifically set forth in the applicable Schedule hereto. Except as expressly stated herein, this Agreement does not grant Client any intellectual property rights in the Software or Services and all rights not expressly granted are reserved by 3M and its suppliers.

2.2 License Restrictions. The License granted to Client under this Agreement does not permit Client to do or permit any of the following without 3M's prior written consent: (i) make extra copies of the Software (CSI) or Documents (except for the limited purposes set forth below), (ii) sublicense, lease, lend, transfer or permit access to the Software or Documents (or any copies thereof) to any third party, (iii) permit access to, or the use, of the Software or Documents by any person, facility or entity that is not an Authorized User, (iv) use, or permit the use of, the Software or Documents to process transactions of any entity or facility that has not been specifically listed as an Authorized Site, nor to use or permit the use of the Software other than in accordance with any applicable configuration detailed in the respective Exhibits and Appendices hereto, or (v) disassemble, decrypt, decompile, reverse-engineer or create derivative works based upon the Software, (vi) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software (ASP) or the servers or networks which are connect to the Software (ASP), (vii) download or attempt to download, or copy the Software (ASP) or attempt to discover the source code of the Software (ASP). Client is solely responsible for informing and ensuring that all Authorized Users permitted to access and use the Software or Documents (including all Authorized Users who access and use the Software or Documents from remote locations), comply with the restrictions of Sections 2.2, 2.3, 2.6 and 4.1. Notwithstanding the foregoing, Client may make such copies of the Software (CSI) and/or Documents as are necessary to secure the Client's data or which are essential to the operation of the Equipment. During any period of Equipment malfunction causing the Software (CSI) to be inoperative, Client may use the Software (CSI) on other Equipment; however, Client shall not remove the Software (CSI) from the Installation Site without 3M's written consent, which shall not be unreasonably withheld.

2.3 Interface Development. Interfaces to Hosted Software (ASP) are developed exclusively by 3M. Interfaces to Software (CSI) shall be permitted as outlined below. "Interface" means enabling the

communication of data, objects or methods (including, but not limited to, codes, edits, indicators, modifiers, flags or other output) between and among the Software and any other software.

1. 3M Interface Development. Client may engage 3M to create, install and support Interfaces between the Software (CSI) and any other software.

2. Client Interface Development for Client Developed and Deployed Application. Client may use the Software (CSI) and Documents licensed under this Agreement to create, install and support Interfaces between the Software (CSI) and any Client developed software ("Client Applications"). If Client hires a third party to develop an Interface to Client developed software, the third party must enter into a 3M prepared Software Access and Confidentiality Agreement ("SACA").

3. Third Party Interface Development. If Client Interfaces to a third party vendor's software or engages a third party vendor to use the Software (CSI) and Documents to create, install and support Interfaces between the Software (CSI) and any other software not developed by Client, the third party must enter into a current 3M prepared Software Interface License Agreement ("SILA").

2.4 Audit; Compliance. Upon thirty (30) days advance notice, at Client's regular business hours, Client shall allow 3M, or a third party designated by 3M, to inspect and audit Client's books, records and use of the Software and Documents solely and exclusively for the purpose of verifying Client's compliance with its obligations under this Agreement. Any audit shall be paid for by 3M; provided, however, Client shall pay for such audit if such audit reveals that Client has used the 3M Software in an un-authorized manner, underpaid any fees, or is in violation of a material term of this Agreement. 3M reserves the right to pursue any other remedy under law and equity for such unauthorized use of the Software.

2.5 Third Party Content. Except as otherwise indicated in this Agreement, all terms and conditions of this Agreement, including the applicable terms and conditions set forth in Exhibit B, if any, shall apply to Third Party Content. 3M reserves the right to add or delete Third Party Content and to revise the provisions of Exhibit B in the event that the licensor of any Third Party Content requires 3M to pass through modified terms and conditions applicable to its Content. If 3M provides Third Party Content to Client that is accompanied by its own license agreement (e.g., "shrink-wrap" or "click wrap" terms and conditions) such Third Party Content license agreement shall control Client's use of the Third Party Content. In the event Client is permitted by a Third Party Content license agreement to change, modify or make any derivative work from the Third Party Content. Client assumes total responsibility for any resulting Equipment and/or Software malfunctions.

2.6 Software Use and Security. The overall effectiveness of the Software, the output from the Software and software security depends upon the Client's proper use of the 3M Software and Client's own policies, procedures and software/hardware security devices. Accordingly, Client is solely responsible for the use it makes of, or the output from, the Software. Client understands and agrees that the access to, or use of, the Software by any person using a password provided to, or by, Client or its Authorized Users constitutes an authorization by Client to use such password and access or use the Software, without limitation. Client is responsible for the security of all passwords provided to Client and its Authorized Users by 3M for access to and use of the Software under this Agreement. In the event that access to, or use of, a Client's password is permitted by Client, or gained by an unauthorized party while such password is in the possession

of Client, and subsequently access to, or use of the Software is made by such unauthorized party, Client shall be solely liable for any access to, or use of, the Software, or activity or transaction using the Software by such unauthorized party. Client agrees to notify 3M of any possession, or use, of its passwords by an unauthorized party of which it becomes aware. So long as the Software meets the performance warranty set forth in Section 6.4, Client agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including reasonable attorney's fees) arising out of or related to any use of, or access to, the Software while in Client's possession or through use of Client's passwords.

2.7 Services. In consideration for the payment of applicable fees set forth on the respective Schedule hereto, 3M will provide the Implementation, Training, Support, Professional and Consulting Services as set forth below:

2.7.1 Implementation Services. Implementation Services shall mean and include the provisions set forth in this Section 2.7.1. Shortly after the full execution of this Agreement or any amendment adding Software hereto, and 3M's receipt of Client's Purchase Order, 3M will contact Client and mutually determine and agree to a Software implementation and training plan; however, Software (CSI) identified on the applicable Schedule as Client-installable ("CI") and/or Phone installed ("PI") (unless otherwise designated as part of the Implementation Services on the respective Schedule) shall be the sole responsibility of the Client for placing the Software (CI or PI) on Client's Equipment and ensuring the Software is functioning properly. Client shall provide 3M with access, all relevant specifications and other documents and shall supply all cables, interface hardware and other equipment reasonably required to integrate, interface and access the Software with Client's instruments and other computer systems.

2.7.2 Training Services. Training Services shall mean and include the provisions set forth in this Section 2.7.2. Training for Authorized Users on 3M Software (except Software designated PI or CI on the respective Schedule) will be scheduled simultaneously with the Implementation Services. Training schedules, the number of Authorized Users to be trained, and the delivery method (on-site or remote) shall further be defined in the Implementation and Training plan or stated on the respective Schedule. Client, at its expense, will:

(i) provide the necessary Authorized Users for training at the scheduled times and training locations, and (ii) provide the necessary training resources including, but not limited to, adequate training facilities, overhead projectors, and personal computers for computer based training. Software (PI or CI) is limited to one (1) hour of off-site web training for one (1) Authorized User when applicable. In the event Client requests additional Training Services, Client is responsible for the cost of the additional Training Services at 3M's then-current service rates plus any reasonable business-related travel and expenses incurred.

2.7.3 Support Services. Support Services for eligible 3M Software are set forth in Section 3 and the applicable Appendix.

2.7.4 Professional Services; Consulting Services. At the request of Client, 3M will provide Professional Services and/or Consulting Services under the terms and conditions of this Agreement, the applicable Appendix and a supplemental Statement of Work ("SOW"), which shall clearly define the scope of the engagement including, but not limited to; timelines, critical milestones, and fees.

2.8 Client Cooperation. The proper implementation and functioning of the Software and/or 3M's performance of Services requires Client to cooperate fully with 3M, including without limitation;

(i) adhering to the implementation plan, (ii) responding promptly to communications from 3M, (iii) submitting data in the prescribed form or as required by this Agreement, or as necessitated for 3M to complete Services which may become part of this Agreement, and (vii) keeping 3M informed of actions or decisions by Client that affect the implementation, the environment into which the Software is to be installed and/or the equipment, technology, vendors and/or resources to be used in connection with the Software. 3M shall not be responsible for any delays or deficiencies in its performance caused by (x) special requests by Client or any governmental agency or other regulatory authority authorized to regulate or supervise Client that impact 3M's performance of the Services; or (y) failure by Client to provide any equipment, software, premises, performance or other assistance called for or necessitated by this Agreement. Accordingly, Client is solely responsible for any issues arising from Client's failure to cooperate with 3M, perform Client's responsibilities or follow 3M's recommendations, or Client's refusal to grant 3M access to Client's system or Client's refusal to install (or to permit 3M to install) any Software Updates, Upgrades or fixes, nor for any claim brought by any third party except as provided with respect to intellectual property indemnification as set forth in Section 6.2 below. Additionally, Client acknowledges that certain provisions of this Agreement, including EXHIBIT C — NETWORK and/or FACILITY ACCESS AGREEMENT, provide for the protection and confidentiality of Client's Operating Information and Protected Health Information (PHI), therefore Client will be responsible for the security, and protection, of any on-site and/or remote access Equipment and Authorized Site(s) without requiring 3M, its employee(s), agent(s) or contractor(s) to enter into ancillary confidential and/or access agreement(s).

2.9 Purchased Equipment. 3M will purchase certain equipment, on behalf of Client. Purchased Equipment shall be listed on the applicable Appendix hereto and delivered to Clients designated delivery point FOB origin. Unless otherwise designated as part of the Implementation Services at time of purchase, Client shall be solely responsible for placing the Purchased Equipment into Clients environment and ensuring the Purchased Equipment is functioning properly.

2.10 Use of Client Data. Client acknowledges that 3M requires access to and use of Client Data in 3M's development, delivery and support of its products and services, including the Software and Services provided under this Agreement. Client therefore grants 3M a nonexclusive, non-transferable right to access, copy, store, convert and use Client Data to provide, develop, and support 3M's products and services, to perform 3M's obligations and exercise its rights under this Agreement, and to create de-identified data in accordance with 45 CFR § 164.514(b) ("De-Identified Data") and summarized aggregate data for 3M's business purposes, including, without limitation, inclusion in 3M's products and services. Client represents and warrants that Client has all rights and permissions necessary to grant 3M the rights set forth in this Section.

2.11 Medical Care Responsibility. Client agrees that 3M has no responsibility whatsoever for the conduct of Client's business or patient care. Client agrees that any reliance upon the Software or Services provided to Client by 3M under this Agreement shall not diminish Client's responsibility for patient care. Client acknowledges that the Software and Services may produce documents and errors, and transcriptionists produce documents with errors. Documents that are produced using the Software or Services are not intended to be used to provide medical treatment unless there is a review for accuracy by Client's staff.

3.0 SUPPORT SERVICES

3.1 3M Software. In consideration of the annual fees paid to 3M by Client for Annuity Software and/or Perpetual Software Support Services, during the Term and any extension thereof, 3M will use commercially reasonable efforts to provide the following off-site Support Services to Client for the items of applicable Software identified on the respective Schedule hereto.

3.1.1 Corrections. 3M will provide technical support to correct a reproducible material failure of the 3M Software to conform to the Documents and any incompatibility between the 3M Software (CSI) and the operating system software of any Equipment, which has been approved by 3M for use with 3M Software which are verified by 3M. Client will use commercially reasonable efforts to provide 3M with the necessary remote access to facilitate the identification and resolution of such failure. Client acknowledges that 3M's ability to identify and resolve such failures may be delayed or unattainable without such remote access.

3.1.2 Updates. 3M will provide periodic Updates to 3M Software and Documents when made commercially available by 3M. Updates to Software (ASP) will be made at 3M's sole discretion and whenever possible will be made during "off-peak" hours as reported by 3M's servers and averaged over 3M's client base accessing the Software (ASP). Unless otherwise stated, Updates for Software (CSI) are designed to be Client-installable (CI) and unless otherwise stated made available to Client via electronic download from <https://support.3Mhis.com>. 3M will provide Updates to meet the requirements of federal laws and regulations (including, for example, changes to DRG, APC, ICD-9, and CPT™ codes); provided, however, when changes in laws and regulations (including, for example, implementation of ICD-10) are, in 3M's reasonable determination, significant enough to require the development of new Software products or new features and/or functions for existing 3M Software, then: (i) 3M may, but is not required to develop the Update, and (ii) 3M may charge additional license and support fees in connection with any Update it chooses to develop. 3M will notify Client of additional fees and/or Equipment necessary to make an Update operational prior to the release of such Update, provided, Client has activated the "alerts" function at <https://support.3Mhis.com> (the "Support Portal"). Additionally, should Client request the assistance of 3M in installing, implementing, loading or otherwise deploying any Update, or familiarizing Authorized Users therewith 3M may supply such assistance for an additional fee subject to Section 3.2 (Additional Support Services) below.

3.1.3 [Omitted]

3.1.4 Self-help Support. 3M will provide Client 24/7/365 (except downtime for system maintenance or factors outside of 3M's direct control) unlimited online access to an electronic facility (<https://support.3Mhis.com>) that includes a knowledge database with known symptoms and solutions, software product descriptions, specifications, technical literature, and certain software Updates and patches for 3M Software (CSI) which Client can use to self-help.

3.1.5 User Support. 3M will respond to requests submitted by telephone or the web form submission available through the Support Portal from Client's Authorized Users for assistance on the operational and/or technical aspects of the 3M Software subject to the hours of operation, support guidelines and priority levels as set forth in the Support Portal.

3.2 Additional Support Services. At the request of Client, 3M may provide additional support services above and beyond those contemplated by Section 3.1 hereof or attributable to the causes specified in Section 6.4.2 (Warranty Exclusions). Subject to Section 10.15 (Waiver of Statement of Work) of this Agreement, Client and 3M shall agree upon a Statement of Work

(SOW) prior to any additional services being completed and Client will pay 3M for such services at 3M's then-current rates and Section 2.7.5 (Travel) hereinabove.

3.3 Modification of Support Services. After the Initial Term, or conclusion of any extension thereof, 3M may modify the Support Services offered with respect to the 3M Software by giving Client written notice ninety (90) calendar days prior to the conclusion of such Term.

3.4 Client's Obligations. To enable 3M to provide Support Services set forth herein above, Client must register with 3M's secure support website (https://support.3Mhis.com/app/utis/login_form) to activate the Support Services, and: (i) notify 3M when support is required and promptly report incidents to 3M support via telephone or the Support Portal, (ii) allow 3M reasonable access to Client's Equipment and the reasonable use of necessary site facilities, utilities, data communications and system resources with ready access at no charge and without requiring 3M or 3M's personnel to execute additional agreement(s) for such access, and (iii) when requested by 3M, collect data and other information reasonably necessary for 3M to resolve system problems, (iv) maintain the database and program libraries as specified by 3M, (v) obtain any additional Equipment, updates to third party application software and third party operating system software (as reasonably specified by 3M) necessary to make an Update operational, (vi) provide time for installation of all Updates (CSI) and workarounds, (vii) perform regular daily backups, (viii) provide qualified personnel to work with 3M personnel, and (ix) provide 3M with a list of all Client Applications, as defined in Section 2.3, and advise 3M of any changes to such list.

3.5 Exclusions. 3M shall have no obligation to provide Support Services relating to: (1) products not provided to Client by 3M; (2) third-party products not embedded in the Software, i.e., products sold under a brand name not owned by 3M (e.g., hardware, devices, other equipment and certain software "add-ons"), (3) any Software version that has been retired by 3M, except upon 3M's election; nor (4) any Software that is neither the most current nor the immediately preceding version, except upon 3M's election; (5) if the Software is not included on the applicable Schedule hereto; or (6) if any undisputed payments due 3M are past due; or (7) Client's breach of a material term of this Agreement. For the avoidance of doubt, 3M shall have no obligation to maintain, repair or replace any third party software (i.e., Microsoft Word), hardware, or Client's Equipment. The Support Services may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures and other interruptions outside of 3M's control. During such periods, you may be unable to access or use the Support Services (or portions thereof).

4.0 CONFIDENTIAL INFORMATION, TRADE NAMES AND COPYRIGHTS

4.1 Client's Obligations. Client acknowledges that this Agreement, the Software, the Documents, the Passwords (where applicable) and other materials delivered to Client by 3M constitute and/or contain information that is confidential to and proprietary trade secrets of 3M and/or its suppliers ("3M Information"). Client agrees to treat all 3M Information as confidential, to require all Authorized Users who Client permits access to the Software or the Documents pursuant to Section 2.0 of this Agreement to comply with this Section 4.1, and otherwise use its best efforts to prevent unauthorized disclosure of 3M Information. The obligations of this Section 4.1 shall not apply to any 3M Information, which is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not

attributable to Client. The existence of a copyright notice shall not cause or be construed to cause the Software or the Documents to be a published copyrighted work or to be public information or in the public domain. Client shall not remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any Equipment, Software, Documents or other materials delivered to Client by 3M pursuant to this Agreement, and will cause them to appear on all copies made by Client pursuant to Section 2.0.

4.2 3M's Obligations. 3M acknowledges that in the course of performing this Agreement it may be given access to information that is confidential to Client or to third parties, including Client's patients. 3M agrees to treat all such information as confidential in accordance with the following provisions:

4.2.1 Protected Health Information (PHI"). To the extent required, Client and 3M intend to comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively) and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act") as further defined in the Business Associate Agreement with 3M Health Information Systems, Inc., when applicable attached hereto as Exhibit A, or as executed by the parties separate from this Agreement, as the case may be.

4.2.2 Operational Information. In addition, 3M agrees to treat all Client information other than PHI including, but not limited to, hospital and medical systems, financial and billing data and other operational information (collectively, "Operational Information") as confidential and to use its best efforts to prevent unauthorized disclosure of such items by 3M's employees, agents, representatives and subcontractors. The obligations of this Section 4.2.2 shall not apply to any Operational Information which is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to 3M or its employees, agents, representatives or subcontractors.

5.0 ACCESS TO 3M BOOKS AND RECORDS

5.1 Access. To the extent required by applicable law (42 U.S.C. 1395x(v) (1) (I) and 42 CFR Sec. 420.300 through 420.304, or any successor statutes or regulations), until the expiration of four (4) years after the furnishing of services under this Agreement, 3M shall make available upon written request to the Secretary of Health and Human Services ("Secretary") or the Comptroller General, or to any of their duly authorized representatives, this Agreement and such books, documents and records of 3M that are necessary to verify or certify the nature and extent of 3M's invoiced charges for services furnished to Client.

5.2 Subcontracts with Related Organizations. 3M agrees that to the extent required by applicable law, if 3M carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services under that subcontract, the related organization will make available, upon written request to the Secretary, or to the Comptroller General, or to any of their duly authorized representatives, the subcontract and such books, documents and records of the related organization that are necessary to verify or certify the nature and extent of the costs incurred by Client based on 3M's invoiced charges for services furnished by the related organization.

6.0 WARRANTIES AND REPRESENTATIONS

6.1 Authority. 3M represents and warrants to Client that 3M has full power and authority to enter into this Agreement and perform its obligations hereunder.

6.2 Non-infringement, 3M further represents and warrants to Client that the 3M Software and Documents do not, in the countries in which the Authorized Sites are located (the "Territory"), infringe any patent, copyright, trademark or trade secret rights of any third party. Client shall immediately notify 3M of any infringement claim and provide 3M with a copy of any pleadings. In the event of any such claim in the Territory, the selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M, and at 3M's expense. 3M also agrees to indemnify and hold Client harmless from any damages or expenses (including attorney's fees) actually and finally awarded against Client in any lawsuit, or any settlement made by 3M, arising out of or related to 3M's alleged infringement of a third party's intellectual property rights in the Territory. 3M may, at its option and expense: (a) procure for Client the right to continue using the allegedly infringing 3M Software, replace it with a non-infringing item, or modify it so it becomes non-infringing; or (b) terminate Support and Maintenance relating to the allegedly infringing Software, require Client to return all copies of such Software to 3M, and grant Client (i) with respect to allegedly infringing Annuity Software, a pro rata credit for the unused portion of the prepaid license and support fee therefor, or (ii) with respect to allegedly infringing Perpetual Software, a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the prepaid license fee therefor plus the unused portion of the prepaid Support and Maintenance fee relating to thereto. THIS SECTION 6.2 STATES THE SOLE AND EXCLUSIVE REMEDY OF CLIENT FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO. This warranty does not extend to any Third Party Content. Notwithstanding the other provisions of this Section 6.2, 3M shall have no obligation nor liability with respect to any claim for infringement based upon (a) Client's or any third party's modification of the Software, (b) the use of the Software with software not furnished to Client by 3M, or (c) modifications to the Software made by 3M at Client's request.

6.3 Exclusion from Participation. 3M Health Information Systems, Inc hereby represents and warrants to Client, to the best of its knowledge upon the Effective Date of this Agreement, that neither it nor any of its officers, directors, or employees (collectively, the "3M Party") is excluded from participation in any applicable Federal or State health benefits program (including, without limitation, Medicare or Medicaid). 3M shall promptly notify Client in writing if any 3M Party is excluded from program participation. Notwithstanding any other provision of this Agreement to the contrary, Client shall have the right to terminate, without further liability, this Agreement upon exclusion of any 3M Party from any such program. This is Section 6.3 states 3M's entire liability for exclusion of any 3M Party from any such program.

6.4 Performance Warranties.

6.4.1 3M Software. The warranties applicable to the particular 3M Software are set forth on the respective Appendix hereto. 3M does not warrant that the Software will be uninterrupted, available or error-free or that non-conformance between the Software and Documents can be corrected.

6.4.2 Warranty Exclusions. 3M warranties do not extend to Third Party Content. The warranties set forth in this Agreement do not apply if: (a) the Software is used, in whole or in part, with computer equipment, interfaces or other software other than those recommended in writing by

3M for use with the Software; (b) Client or anyone other than 3M or its employees in any way maintains, attempts to maintain, modifies or attempts to modify the Software or any part thereof in any manner other than as specified in the Documents, except for those elements of the Software that are specified in the Documents as being user-definable; (c) Client uses or allows the Software to be used in any manner other than as specified in the Documents; (d) Client fails to use any new or corrected versions of the Software or any component thereof made available by 3M; (e) Client fails to follow any written directions or to perform any procedures prescribed by 3M in writing; (f) any abuse, misuse, accident or negligence, in each case other than by 3M or 3M's contractors shall have occurred in relation to the Software; or (g) the non-conformance shall have been caused other than by the Software, 3M or 3M's contractors; or (h) modifications to the Software made by 3M at Client's request. The only warranties applicable to Purchased Equipment are those, if any, provided by the respective manufacturers or third party suppliers thereof, which 3M assigns to Client to the fullest extent it may do so. Such manufacturers or suppliers shall be solely responsible for any warranty claims relating to the Purchased Equipment.

6.5 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6 OR THE APPLICABLE APPENDIX, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

7.0 LIMITATION OF LIABILITY

7.1 Lost Data or Information. IT IS EXPECTED THAT CLIENT WILL PERFORM ROUTINE BACKUPS OF ITS INFORMATION PRIOR TO USING THE SOFTWARE TO PROCESS OR ANALYZE THAT INFORMATION. ACCORDINGLY, 3M AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR DAMAGE RESULTING FROM LOST DATA OR INFORMATION. IN THE EVENT DATA OR INFORMATION IS LOST DUE TO ANY NEGLIGENT ACT OR OMISSION BY 3M, OR DUE TO BREACH OF ANY WARRANTY, 3M'S SOLE LIABILITY AND CLIENT'S SOLE REMEDY SHALL BE FOR 3M TO USE COMMERCIALY REASONABLE BEST EFFORTS TO RECOVER THE LOST DATA OR INFORMATION AT NO CHARGE TO CLIENT.

7.2 Excluded Damages. NEITHER 3M AND ITS SUPPLIERS, NOR CLIENT SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE

(EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR CLIENT'S BREACH OF SECTION 2.2 or 2.3), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. 3M AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE SOFTWARE, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA.

7.3 Maximum Liability. 3M'S AND ITS SUPPLIERS MAXIMUM CUMULATIVE LIABILITY FOR: (i) ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR CONTRACT ARISING OUT OF OR RELATING TO SOFTWARE LICENSED UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF (A) ONE MILLION DOLLARS (\$1,000,000) OR (B) WITH RESPECT TO

PERPETUAL SOFTWARE, THE AMOUNT OF THE LICENSE FEES ACTUALLY PAID TO 3M BY CLIENT FOR THE SOFTWARE THAT GIVES RISE TO THE LIABILITY, OR, WITH RESPECT TO ANNUITY SOFTWARE, THE AMOUNT OF THE LICENSE FEES ACTUALLY PAID WITH RESPECT TO THE INITIAL TERM OR CURRENT RENEWAL TERM OF THE LICENSE DURING WHICH THE EVENT(S) GIVING RISE TO THE LIABILITY OCCURRED; AND (ii) ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR CONTRACT ARISING OUT OF OR RELATING TO SERVICES ACQUIRED UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY PAID TO 3M FOR THE SERVICES THAT GIVE RISE TO THE LIABILITY.

8.0 FEES; INVOICING AND PAYMENTS

8.1 Participation. During the Term of this Agreement and subject to the applicable provisions below, Client may License new item(s) of Software, acquire Services and Purchased Equipment and/or include additional Authorized Sites by; i) requesting from 3M the addition of such item(s) to this Agreement by amending the applicable Schedule and supplying 3M with a valid Purchase Order, or ii) subject to Section 10.2 of this Agreement, supply 3M with a Purchase Order and reference a 3M Proposal Number (found at the bottom of a 3M Proposal). Purchase Orders received in lieu of an amendment to this Agreement shall constitute an order adding the Software and/or Services to this Agreement and shall be governed by the terms and conditions of this Agreement.

8.2 Fees; Invoicing. Fees for the particular Software, Services, and Purchased Equipment acquired under this Agreement shall be set forth on the applicable Schedule. Payment terms for the particular item(s) of Software, Services and Purchased Equipment are set forth on the respective Appendices or Statement of Work. Invoices shall detail the item(s) acquired, and include Client's Purchase Order number, when supplied.

8.3 Third Party License Fees. Notwithstanding anything to the contrary contained in any Third Party Content license agreement, Client shall pay all license fees with respect to Third Party Content to 3M.

8.4 Business-related Travel; Miscellaneous Expenses.

1. Professional and Consulting Services. Client will be invoiced for business-related travel, travel expenses (e.g., transportation, lodging, meals), and miscellaneous expenses (charges outside the scope of Services) for Professional and Consulting Services, and when otherwise set forth in this Agreement (Appendixes, Schedule or Statement of Work) shortly after such expenses are incurred.

2. 3M Software. When applicable, Client will be invoiced for business-related travel expenses for 3M Software shortly after such expenses are incurred.

8.4.3 Preapproval of Costs. If preapproval of costs is required by Client for travel and expenses, Client must notify 3M in writing prior to 3M scheduling travel. Client shall be responsible for all costs due to delays in the preapproval process.

8.5 Invoice Coordination. For the administrative convenience of the parties, 3M may prorate fees for any new Annuity Software license, Support and Maintenance for Perpetual Software, and/or additional fees for any new Authorized Sites to the next anniversary of the License Start Date under this Agreement. Thereafter, 3M will submit a single invoice for the annual fees for all Annuity Software and Support and Maintenance for Perpetual Software. The license term for all items of Annuity Software and Support and Maintenance for Perpetual Software shall then co-terminate with the anniversary of the License Start Date.

8.6 Delays; Cancellations. If Client delays or postpones a scheduled Software implementation date or any other invoicing or payment date or milestone for more than thirty (30) days beyond its originally scheduled date for any reason other than 3M's breach of this Agreement, 3M shall be entitled to issue an invoice to Client as if such date or milestone had not been delayed or postponed. If Client cancels an agreed upon Implementation, Training, Professional or Consulting Service date less than seven (7) calendar days prior to such date, or if Client is unprepared to go forward with Implementation, Training, Professional or Consulting Services on the agreed upon date, then 3M may invoice Client for any non-refundable business-related travel costs and a rescheduling fee in an amount equal to one (1) day's fee for the applicable service at 3M's then current rates. 3M shall have no liability in relation to the postponement of Implementation, Training, Professional or Consulting Services occasioned by Client.

8.7 Payment Terms. All charges and fees under this Agreement are due and payable in full in U.S. dollars within thirty (30) days after the date of invoice (the "Payment Period"). If Client disputes an item and/or amount on an invoice for which it intends to withhold payment, it must, during the Payment Period: (i) give 3M a written notice detailing the basis of the dispute (or the invoice shall be deemed undisputed), and (ii) pay all undisputed amounts in full within the Payment Period. 3M may assess a late payment charge on all undisputed amounts at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on the unpaid amount for each month (or fraction of a month) any payment that becomes sixty (60) days past due. If Client becomes thirty (30) days past due with respect to any undisputed amounts due on an invoice, 3M may, upon written notice to Client, immediately suspend the provision of Services until such past due charges are brought current or until this Agreement is terminated for breach as set forth in Section 9.2. Except as specifically set forth in Section 9.2, all amounts paid by Client to 3M under this Agreement are non-refundable.

8.8 Taxes. In addition to the charges and fees specified herein, Client shall pay or reimburse 3M for all taxes, customs duties and amounts levied instead of taxes resulting from this Agreement, except for personal property taxes on the Software and taxes based on 3M's net income. If Client is exempt from any taxes, Client shall certify such exemption in a form satisfactory to 3M.

9.0 TERM AND TERMINATION

9.1 Term of the Agreement. The "Term" of the Agreement shall mean the period of time from the Effective Date to the termination of the last License for any particular item of Software and/or conclusion of the last Service, as set forth in the Appendices hereto.

9.2 Termination of Agreement. Either party may terminate the Agreement immediately upon the occurrence of any of the following events: (i) the other party has failed to cure a breach of this Agreement within thirty (30) days after receiving written notice thereof; (ii) the other party institutes proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings; (iii) proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings have been pending against the other party for more than ninety (90) days; (iv) the other party makes a general assignment for the benefit of creditors; (v) the other party becomes insolvent; or (vi) either party ceases to conduct business or to conduct the business relevant hereunder. Sections 2.1, 2.10, 4, 5, 7, 8, 9 and 10 hereof shall survive any termination of any Appendix or License(s) and/or this Agreement.

9.3 Obligations upon Termination. Except as otherwise expressly agreed by the parties in writing, upon the termination of this Agreement (by nonrenewal, expiration, or termination for any reason), or any License(s) hereunder, Client's right to access and use the applicable Software shall be automatically and immediately revoked and Client shall: (i) cease all further use of such Software; (ii) within fifteen (15) days of such nonrenewal, expiration or termination, either (x) contact 3M Support to schedule de-installation or deactivation of the Software by 3M or (y) de-install the Software; (iii) at 3M's option, either return to 3M, or destroy, in either case at Client's expense, all copies of the relevant Software and related Documents in Client's possession or to which Client has access; (iv) upon de-installation, certify to 3M, in writing, within five (5) business days that all such copies have been destroyed and/or returned to 3M; and (v) pay all charges and fees outstanding (it being understood that no refund shall be due Client for any charges or fees paid, except in the event that Client has rightfully terminated this Agreement, a License, or a Professional Service due to a material breach of warranty by 3M, in which event Client's sole remedy and 3M's sole obligation shall be a refund to Client of a pro-rated portion of the current year's pre-paid fee, in the case of Annuity Software, or the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, in the case of Perpetual Software, or the actual fees paid to 3M for any Service not yet performed. Additionally, should the Software require 3M's assistance to de-install and/or deactivate, Client shall promptly, upon 3M's request, permit 3M access to any Client Equipment which is necessary to accomplish such de-installation or deactivation. Client further acknowledges that termination of License(s) may affect volume discounts extended to Client, by 3M, under this Agreement. 3M reserves the right to modify such discounts, as reasonably necessary, upon the next anniversary of the License Start Date immediately following the termination of any License(s). IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, AS SET FORTH HEREINABOVE, 3M SHALL DEEM THE 3M SOFTWARE, LICENSED UNDER THIS AGREEMENT, IN USE BY THE CLIENT AND THIS AGREEMENT SHALL CONTINUE IN EFFECT AND UNINTERRUPTED, AND ALL CLIENT OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY INVOICES AS THEY BECOME DUE, SHALL CONTINUE UNTIL SUCH TIME AS THE TERMINATION PROVISIONS OF THIS AGREEMENT ARE SATISFIED.

10.0 GENERAL PROVISIONS

10.1 Effect of Agreement. This Agreement (including all Appendices, Schedules, Exhibits and other attachments hereto) embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, oral or written proposals and communications or other agreements, oral or written, relating thereto. Client acknowledges that it has not been induced to enter into this Agreement by any representation or statement, oral or written, not contained in this Agreement.

10.2 Amendments. Modifications. Except as otherwise provided herein, any amendment hereof must be in writing and signed by both parties. In connection with this Agreement, 3M may from time to time accept receipt of one or more purchase orders from Client, may acknowledge such receipt by returning one or more acknowledgment copies, and may issue invoices against any such purchase order. Any such act by 3M is for Client's convenience only. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any order or other document submitted by Client at any time in connection with this Agreement. All such conflicting terms and conditions are specifically rejected and do not form, and shall not form, any part of this Agreement.

10.3 Interpretation, Priority. The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict between a provision of this Agreement, any Appendix, and Schedule or Exhibit thereto, or a Document, such conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): terms and conditions of this Agreement, Appendix, Schedule, Exhibit, and Document.

10.4 Assignment. This Agreement is binding on successors and assigns of the parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Client without 3M's prior written consent, and any attempt to do so shall be void.

10.5 Force Majeure. Neither party shall be responsible for failure to comply with this Agreement (other than an obligation to pay money) due to causes beyond its reasonable control.

10.6 Announcements. 3M, with Client's prior written approval, may issue announcements concerning this Agreement to the trade press and recognized industry consultants.

10.7 Notices. Each party shall appoint a representative from its organization authorized to receive notices hereunder. All notices required to be given shall be given in writing by personal delivery, by certified or registered mail or by overnight carrier to the other party at the address listed on the face of this Agreement. Any change of address or representative shall be promptly communicated in writing to the other party.

10.8 Severability, Enforcement. Any provision of this Agreement, which is held to be void, invalid, unenforceable or illegal by a court, shall, as to such jurisdiction, be ineffective to the extent of such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

10.9 Governing Law. This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of Alabama without giving effect to the conflicts of laws doctrines of any state.

10.10 Dispute Resolution. The parties shall attempt in good faith to resolve any controversy, claim or dispute arising from or relating to this Agreement by negotiations between representatives of the parties. In the event of litigation both parties hereby waive any right of trial by jury. Any cause of action arising from, or out of, the creation, performance or non-performance or termination of this Agreement, based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory regardless of the form of such action must be commenced within one (1) year after (i) the date on which the breach occurs, or (ii) the date on which the non-breaching party obtains knowledge of the facts giving rise to such cause of action, whichever occurs later. The procedures herein are exclusive and shall be fully exhausted prior to the initiation of litigation; provided, however, that nothing herein shall preclude a party from taking any action necessary to preclude imminent and irreparable harm.

10.11 No Third Party Beneficiaries. The parties expressly acknowledge and agree that no third party is intended to be a beneficiary of any provision of this Agreement.

10.12 Insurance. During the term of this Agreement 3M shall minimally maintain such policies of insurance coverage appropriate to the performance of its obligations under this Agreement. 3M reserves the right to modify insurance coverage upon any Renewal Term of this Agreement with a sixty (60) day prior written notice to Client.

10.13 Compliance with Laws. Each party shall comply, at its own cost and expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws, when applicable. In the event that one party believes that the other may not be in compliance with one of the foregoing, it shall so notify the other party, which will promptly look into the matter and take any measures necessary to remedy any such non-compliance.

10.14 [Omitted]

10.15 Statement of Work Waiver. Client and 3M may agree that certain Software components and/or Services do not require a Statement of Work (SOW). Such waiver of a Statement of Work by the parties shall be noted on the applicable Schedule adding such Software and/or Services to this Agreement. This waiver shall not be deemed to have waived any rights or future obligations of the parties as it pertains to the Statement of Work (SOW).

10.16 Exhibits and Appendices. The following Exhibits and Appendices shall be incorporated herein by reference. EXHIBITS:

Exhibit A

Business Associate Agreement

Exhibit B Third Party Content Terms and Conditions

Exhibit C Network and/or Facility Access and Confidentiality Agreement, APPENDICES, all as applicable:

| | | | |
|------------|--------------------------------|-------------|----------|
| Appendix 1 | Annuity Software License Terms | Appendix 7 | RESERVED |
| Appendix 2 | RESERVED | Appendix 8 | RESERVED |
| Appendix 3 | RESERVED | Appendix 9 | RESERVED |
| Appendix 4 | RESERVED | Appendix 10 | RESERVED |
| Appendix 5 | RESERVED | Appendix 11 | RESERVED |
| Appendix 6 | RESERVED | | |

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-822

WHEREAS, the hot water heat piping system located underground/outside the main courthouse supplying heating water to the Annex building has ruptured. General services has contracted for the repair of this pipe; however, upon excavating the pipe it has been determined that the pipe has deteriorated to a condition that is beyond repair. The heating water is necessary to provide heat to the annex building and without heat, the safety, health, and convenience of County Property is placed in jeopardy; and

WHEREAS, this condition has produced an emergency need for the County to contract for replacement of the hot water pipe; and

WHEREAS, the Jefferson County Commission hereby determines that pursuant to Alabama law this emergency condition requires the awarding of a contract without the standard public advertisement; however, the Jefferson County Commission has issued an Invitation to Bid to 4 (four) pre-qualified contractors.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon receipt and public opening of the responses to the ITB, an award of a contract to the lowest, responsive, responsible bidder is hereby authorized.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-823

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission, District 2 annual salary for the position of Appointed Administrative Assistant – County Commission (Classification #094628) be increased from \$31,110.00 to \$36,110.00 effective October 1, 2016.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-824

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign and execute an agreement between Jefferson County and ADSS to transfer \$125,000 from Title III B Social Services and \$200,000 from Title III C-1 Meals to Title III C-2 Meals.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-825

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign and execute an agreement between Jefferson County and ADSS that reflects an increase of \$6,865.00. The increase was awarded as follows: \$1,667.00 for Title III B Supportive Services; \$3,251.00 for Title III C-1; \$1,069.00 for Title III C-2; \$81.00 for Title III D Preventive Services; \$797.00 for Title III E Family Caregiver. The revised Title III NGA for FY16, beginning October 1, 2015 - September 30, 2016 reflects an increase of \$6,865.00 for a new total of \$2,080,789.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-826

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign and execute an agreement between Jefferson County and ADSS

to de-obligate \$90,983.61 from Fiscal Year 2014 Title III B Social Services and \$33,815.48 from Fiscal Year 2014 Title III D Preventative Health for a total of \$124,799.09.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-827

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Oak Grave Storm Shelter Project. The modification shall extend the contract 180 days. There is no cost associated with the modification. All other terms and conditions of the original contract shall remain the same. This project is from the 2013 program year.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-828

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama, and Sentell Engineering Inc., for the Warrior Storm Shelter Project II. The modification shall extend the contract 365 days. There is no cost associated with this modification. All other terms and conditions of the original contract shall remain the same. This project is from the 2012 program year.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-829

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission, that the Commission President is authorized to execute a contract for custodial services between Jefferson County, Alabama and A & B Janitorial Services, LLC for an amount up to \$13,787.20. The contract period is October 01, 2016 to September 30, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-830

WHEREAS, the U.S Department of Housing and Urban Development (HUD) has approved Jefferson County's Emergency Solutions Grant (ESG) in the amount of \$50,000.00 for emergency assistance to county residents who are at risk of eviction and loss of utility services due to financial hardship and

WHEREAS, the office of Human Community Services and Economic Development, specifically Community Services, desires to assist eligible ESG residents of Jefferson County in paying utility bills; and,

WHEREAS, all funds paid to utility companies under the terms of the agreement shall be based on eligibility and availability of ESG funds;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to allow the Finance Director to make payments to utility companies including but not limited to Alabama Power, Alabama Gas Corporation, Birmingham Water Works, Bessemer Utilities, Trussville Utilities, Tarrant Electric, Irondale Water Utility and Graysville Utilities on behalf of those eligible ESG residents upon receipt by the Jefferson County Office of Human-Community Services and Economic Development. The costs will be paid from ESG funds.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-831

WHEREAS, Program Participant #262075 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with Marcelette Sabb to make rental payments on behalf of Program Participant #262075 for an amount not to exceed \$1,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Marcelette Sabb for an amount not to exceed One Thousand and no/100 Dollars (\$1,000.00). This agreement is from Program Year 2015 federal funds.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-832

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

- | | |
|--|-------------|
| a) International Concepts | \$50,000.00 |
| b) Siena Consulting | \$28,000.00 |
| c) Alabama Sports Hall of Fame | \$250.00 |
| d) International Business Machines Corporation | \$15,174.52 |

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-833

NOW THEREFORE BE IT RESOLVED THAT the 2016-2017 meeting dates for the Jefferson County Commission for the below months are as follows, unless otherwise modified and appropriate public notice given.

| | |
|--------------------------------------|---------------------|
| Tuesday Committee Meetings | Thursday Commission |
| Meetings | |
| Time: 9:00AM | Time 9:00AM |
| Location: Commission Conference Room | |
| Suite 200 | |
| Jefferson County Courthouse | Location: |
| Commission Chamber Suite 270 | |
| | Courthouse |
| | Except •• Denotes |

Bessemer Meeting

| | |
|---------------------------------|-------------------------------|
| October 4 & October 18 (2016) | October 6 & October 20 ** |
| Bessemer | |
| November 1& November 15 (2016) | November 2 & November 17 |
| December 6 & December 20 (2016) | December 7 & December 22 |
| January 10 & January 24 (2017) | January 12 & January 25 ** |
| Bessemer | |
| February 7 & February 21 | February 9 & February 22 |
| March 7 & March 21 | March 9 & March 23 |
| April 4 & April 18 | April 6 & April 20 ** |
| Bessemer | |
| May 2 & May 16 | May 4 & May 18 |
| June 6 & June 20 | June 8 & June 22 |
| July 11& July 25 | July 13 & July 26 ** Bessemer |
| August 08 & August 22 | August 10 & August 24 |
| September 6 & September 19 | September 7 & September 21 |

October 3 & October 17
Bessemer
October 31 & November 14
December 5 & December 19

October 5 & October 19 **
November 2 & November 16
December 7 & December 21

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-834

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Michael J. Davis, II to serve on the Jefferson County Housing Authority Board, term ending September 2021.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-835

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Kathy Wood to serve on the Jefferson County Intellectual and Developmental Disabilities Authority, Inc. Board of Directors, filling the unexpired term held by Chuck Whitley for the term ending August 2018.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-836

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of Holt Drive Sanitary Sewer Easements back to Rast Development, LLC. The easements were donated for a private development, but the sewers were never constructed.

QUITCLAIM DEED

STATE OF ALABAMA
JEFFERSON COUNTY

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager Right-of-Way Division,
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/ 1 00----- DOLLARS (\$ 1.00) to in hand paid by Rast Development, L.L.C.,

an Alabama limited liability company, the receipt whereof is acknowledged by Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said Rast Development, L.L.C., all its right, title, interest, and claim in the following described real estate, to wit:

A portion of a sanitary sewer easement conveyed to Jefferson County, Alabama by that certain instrument 9809/3506 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

SEWER EASEMENT "B"

A strip of land being 20 feet in width and being a part of Lot 2A according to the survey of Shades Creek Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama, being a resurvey of Lot 2 according to the plat of Shannon-Oxmoor Industrial Subdivision as recorded in Plat Book 143, page 137 (37), in the office of the Judge of Probate of Jefferson County, Alabama, and being situated in the east half of the Northeast Quarter of Section 33 and the west half of the Northwest Quarter of Section 34, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence run in a northerly direction along the east line of said quarter-quarter for a distance of 1330.13 feet to the southeast corner of the Northeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence continuing along the last described course continue in a northerly direction for a distance of 657.18 feet; thence turn a deflection angle to the left of 133°57'55" and run in a southwesterly direction for a distance of 245.05 feet, to the POINT OF BEGINNING, thence turn a deflection angle to the right of 84°48'38" and run in a northwesterly direction for a distance of 565.41 feet to the southeast right-of-way line of Shannon-Oxmoor Road (right-of-way varies) and the end of this centerline.

LESS AND EXCEPT:

Any portion lying outside the boundaries of Lot 2A according to the survey of Shades Creek Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama.

Any portion lying within that certain drainage right of way for Shades Creek conveyed to Jefferson County, Alabama by Real I 020 Page 630 as recorded in the Probate Office of Jefferson County, Alabama.

Any portion lying within that certain sanitary sewer easement conveyed to Jefferson County, Alabama by Real 2488 Page 419 as recorded in the Probate Office of Jefferson County, Alabama, and by Real 524 Page 418 as recorded in the Bessemer Probate Office of Jefferson County, Alabama.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-837

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of Holt Drive Sanitary Sewer Easements back to Oxmoor Partners, LLC. The easements were donated for a private development, but the sewers were never constructed.

QUITCLAIM DEED

STATE OF ALABAMA
JEFFERSON COUNTY

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager Right-of-Way Division,
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/ 100----- DOLLARS (\$ 1.00) to in hand paid by Oxmoor Partners L.L.C., an Alabama limited liability company, the receipt whereof is acknowledged by Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said Oxmoor Partners L.L.C., all its right, title, interest, and claim in the following described real estate, to wit:

A portion of those sanitary sewer easements conveyed to Jefferson County, Alabama by that certain instrument 9809/3506 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

SEWER EASEMENT "A"

A strip of land being 20 feet in width and being a part of Lot 2C according to Shades Crest Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama, being a resurvey of Lot 2 according to the plat of Shannon-Oxmoor Industrial Subdivision as recorded in Plat Book 143, page 137 (37), in the office of the Judge of Probate of Jefferson County, Alabama, and being situated in the east half of the Northeast Quarter of Section 33 and the west half of the Northwest Quarter of Section 34, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence run in a northerly direction along the east line of said quarter-quarter for a distance of 1330.13 feet to the southeast corner of the Northeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence continuing along the last described course continue in a northerly direction for a distance of 657.18 feet; thence turn a deflection angle to the right of 46°02'05" and run in a northeasterly direction for a distance of 158.60 feet to the POINT OF BEGINNING , thence turn a

deflection angle to the left of 90°00'00" and run in a northwesterly direction for a distance of 225 feet, more or less, to a northwesterly lot line of said Lot 2C and the end of this centerline.

SEWER EASEMENT "C"

A strip of land being 20 feet in width and being a part of Lot 2C according to Shades Crest Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama, being a resurvey of Lot 2 according to the plat of Shannon-Oxmoor Industrial Subdivision as recorded in Plat Book 143, page 137 (37), in the office of the Judge of Probate of Jefferson County, Alabama, and being situated in the east half of the Northeast Quarter of Section 33 and the west half of the Northwest Quarter of Section 34, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence run in a northerly direction along the east line of said quarter-quarter for a distance of 1330.13 feet to the southeast corner of the Northeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence continuing along the last described course continue in a northerly direction for a distance of 657.18 feet, thence turn a deflection angle to the right of 46°02'05" and run in a northeasterly direction for a distance of 158.60 feet to the POINT OF BEGINNING, thence turn a deflection angle to the right of 90°00'00" and run in a southeasterly direction for a distance of 108.51 feet to the end of this centerline.

LESS AND EXCEPT:

Any portion lying outside the boundaries of Lot 2C. according to the survey of Shades Creek Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama.

Any portion lying within that certain drainage right of way for Shades Creek conveyed to Jefferson County, Alabama by Real 1020 Page 630 as recorded in the Probate Office of Jefferson County, Alabama.

Any portion lying within that certain sanitary sewer easement conveyed to Jefferson County, Alabama by Real 2488 Page 419 as recorded in the Probate Office of Jefferson County, Alabama, and by Real 524 Page 418 as recorded in the Bessemer Probate Office of Jefferson County, Alabama.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-838

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of Holt Drive Sanitary Sewer Easements back to BCP Birmingham, LLC. The easements were donated for a private development, but the sewers were never constructed.

QUITCLAIM DEED

STATE OF ALABAMA
JEFFERSON COUNTY

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager Right-of-Way Division,
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/100----- DOLLARS (\$ 1.00) to in hand paid by BCP Birmingham , L.L.C., a North Carolina limited liability company, the receipt whereof is acknowledged Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said BCP Birmingham, L.L.C., all its right, title, interest, and claim in the following described real estate, to wit:

A portion of those sanitary sewer easements conveyed to Jefferson County, Alabama by that certain instrument 9809/3506 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

SEWER EASEMENT "A"

A strip of land being 20 feet in width and being a part of Lot 28 according to the survey of Shades Creek Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama being a resurvey of Lot 2 according to the plat of Shannon-Oxmoor Industrial Subdivision as recorded in Plat Book 143, page 137 (37), in the office of the Judge of Probate of Jefferson County, Alabama, and being situated in the east half of the Northeast Quarter of Section 33 and the west half of the Northwest Quarter of Section 34, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian , City of Birmingham , Jefferson County, Alabama, thence run in a northerly direction along the east line of said quarter-quarter for a distance of

1330.13 feet to the southeast corner of the Northeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham , Jefferson County, Alabama , thence continuing along the last described course continue in a northerly direction for a distance of 657.18 feet to the POINT OF BEGINNING , thence turn a deflection angle to the right of 46°02'05" and run in a northeasterly direction for a distance of 158.60 feet, thence turn a deflection angle to the left of 90°00'00" and run in a northwesterly direction for a distance of 447.00 feet, and the end of this centerline.

SEWER EASEMENT "B"

A strip of land being 20 feet in width and being a part of Lot 28 according to the survey of Shades Creek Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama being a resurvey of Lot 2 according to the plat of Shannon-Oxmoor Industrial Subdivision as recorded in Plat Book 143, page 137 (37), in the office of the Judge of Probate of Jefferson County, Alabama, and being situated in the east half of the Northeast Quarter of Section

33 and the west half of the Northwest Quarter of Section 34, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence run in a northerly direction along the east line of said quarter-quarter for a distance of

1330.13 feet to the southeast corner of the Northeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence continuing along the last described course continue in a northerly direction for a distance of 657.18 feet to the POINT OF BEGINNING, thence turn a deflection angle to the left of 133°57'55" and run in a southwesterly direction for a distance of 245.05 feet, thence turn a deflection angle to the right of 84°48'38" and run in a northwesterly direction for a distance of 565.41 feet to the southeast right-of-way line of Shannon-Oxmoor Road (right-of-way varies) and the end of this centerline.

SEWER EASEMENT "C"

A strip of land being 20 feet in width and being a part of Lot 2B according to the survey of Shades Creek Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama being a resurvey of Lot 2 according to the plat of Shannon-Oxmoor Industrial Subdivision as recorded in Plat Book 143, page 137 (37), in the office of the Judge of Probate of Jefferson County, Alabama, and being situated in the east half of the Northeast Quarter of Section 33 and the west half of the Northwest Quarter of Section 34, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence run in a northerly direction along the east line of said quarter-quarter for a distance of 1330.13 feet to the southeast corner of the Northeast Quarter of Section 33, Township 18 South, Range 3 West, Huntsville Meridian, City of Birmingham, Jefferson County, Alabama, thence continuing along the last described course continue in a northerly direction for a distance of 657.18 feet, thence turn a deflection angle to the right of 46°02'05" and run in a northeasterly direction for a distance of 158.60 feet to the POINT OF BEGINNING, thence turn a deflection angle to the right of 90°00'00" and run in a southeasterly direction for a distance of 108.51 feet to the end of this centerline.

LESS AND EXCEPT:

Any portion lying outside the boundaries of Lot 28 according to the survey of Shades Creek Business Park as recorded in Map Book 234 Page 18 in the Probate Office of Jefferson County, Alabama.

Any portion lying within that certain drainage right of way for Shades Creek conveyed to Jefferson County, Alabama by Real 1020 Page 630 as recorded in the Probate Office of Jefferson County, Alabama.

Any portion lying within that certain sanitary sewer easement conveyed to Jefferson County, Alabama by Real 2488 Page 419 as recorded in the Probate Office of Jefferson County, Alabama, and by Real 524 Page 418 as recorded in the Bessemer Probate Office of Jefferson County,

Alabama.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-839

WHEREAS, Jefferson County, Alabama has been notified by the State of Alabama Department of Transportation, of various improvements for Project Number: ACBRZ59462-ATRP (008) the bridge replacement on CR-77 Mount Olive Road over Locust Fork of the Black Warrior River.

WHEREAS, the County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project; and

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of road improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution

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

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on CR-77 (Mt. Olive Road) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACBRZ59462-A TRP (008) Bridge Replacement on CR-77 (Mt. Olive Road) over Locust Fork of the Black Warrior River.

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

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

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

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

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

This project replaces the existing bridge on new alignment.

Please refer to: Project Notes (Sheets 4 -6A) (Sheet 28)

Please refer to: General Project Traffic Control Plan Notes (Sheet 2C)

Please refer to: Sequence of Construction and Traffic Control Plan (Sheets 60 - 69)

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

BE IT FURTHER RESOLVED by this County Commission:

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

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration. THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 6th day of October, 2016.

ATTEST
County Clerk

Commission President

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-840

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Amendment No. 1 between Jefferson County and Gresham , Smith & Partners, in the amount of \$53,000.00 to Provide Professional Design Engineering Services for the Construction of Storage Additions at the Shades Valley WWTP Complex.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-841

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Baird Contracting Co., Inc. in the amount of \$1,686,143.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Fairmont, Halls Branch and Harriman Pump Station Construction Improvements such certified bids having been opened on Wednesday, August 3, 2016 and listed as follows:

| Contractor | Amount Bid |
|--|----------------|
| 1. Baird Contracting Co., Inc. | \$1,684,143.00 |
| 2. Mark Johnson Construction, LLC | \$1,811,673.50 |
| 3. Global Construction & Engineering, Inc. | \$2,145,011.00 |

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Fairmont, Halls Branch and Harriman Pump Station Construction Improvements be awarded to Baird Contracting Co., Inc., in the amount of \$1,684,143.00.

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

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-842

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Whitaker & Rawson, LLC, in the amount of \$27,800.00 to provide Professional Engineering Services for the Shades Valley Complex - Barton Lab Fume Hood Upgrades.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-843

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Alabama Department of Transportation (ALDOT) in the amount of \$11,250.00. This agreement allows the COUNTY full reimbursement for in-kind costs incurred to relocate and/or adjust sanitary sewers that are in conflict with ALDOT Project No. ACIMF- 1059(385), 1-59/20 bridge replacement in the City of Birmingham.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-844

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Bama Utility Contractors, Inc., in the amount of \$4,916,565.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System Rehabilitation - Asset Management Program - Contract No. 2016-AMPO2 2016 Sewer Replacement Contract I project , such certified bids having been open on Wednesday , July 27, 20 16 and listed as follows:

| Contractor: | Amount Bid: |
|--|-----------------|
| 1. Bama Utility Contractors, Inc. | \$ 4,916,565.00 |
| 2. Global Construction & Engineering, Inc. | \$ 5,043,865.00 |
| 3. Baird Contracting Co., Inc. | \$ 5,149,026.00 |
| 4. Russo Corporation | \$ 5,857,232.53 |

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for the Sanitary Sewer System Rehabilitation -Asset Management Program - Contract No. 20 1 6-AMPO2 20 16 Sewer Replacement Contact I project be awarded to Bama Utility Contractors, Inc. in the amount of \$ 4,916,565.00.

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

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-845

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

- | | |
|--------------------------|--------------|
| 1. Blount Linen Services | \$245,000.00 |
|--------------------------|--------------|

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-846

PURCHASING DIVISION AGENDA REPORT

For Week of 09/09/2016 – 09/15/16

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.

1. RECOMMENDED FOR MAGNOLIA TRACE PUMP STATION FROM CENTRAL PAPER COMPANY INC, BIRMINGHAM, AL, TO RENEW BID FOR ODOR CONTROL APPLICATION FOR THE PERIOD 02/01/2017 – 01/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 167-14
REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS, FROM ELECTRONIC RISKS CONSULTANTS, INC., WHITEHOUSE STATION, NJ, TO RENEW BID FOR COPIER MAINTENANCE FOR SAVIN AND ROYAL COPIERS FOR THE PERIOD 10/1/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 135-15
REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR ALL DEPARTMENTS FROM DEX IMAGING, BIRMINGHAM, AL, TO RENEW BID FOR COPIER MAINTENANCE FOR KONICA MINOLTA COPIERS FOR THE PERIOD 10/01/16 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 135-15
REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR ENVIRONMENTAL SERVICES WWTP FROM ALLIED UNIVERSAL CORPORATION, MIAMI, FL, TO RENEW BID FOR SULPHUR DIOXIDE FOR THE PERIOD 11/01/2016 – 10/31/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 168-14
REFERENCE MUNIS BID # N/A

PURCHASING DIVISION AGENDA REPORT

For Week of 09/16/2016 – 09/22/16

5. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM ADCO COMPANIES LTD, BESSEMER, AL, TO AWARD BID FOR ONE TIME PURCHASE OF A SEMI INSTANTANEOUS DOMESTIC WATER HEATER REPLACEMENT.

REFERENCE BID # 121-16 \$30,912.00

TOTAL

REFERENCE MUNIS BID # 16076

6. RECOMMENDED FOR ENVIRONMENTAL SERVICES – WWTP FROM FORD HALL COMPANY INCORPORATED, RICHMOND, KY, TO AWARD BID FOR ALGAE CONTROL SYSTEM FOR THE PERIOD OF 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 123-16

REFERENCE MUNIS BID # N/A

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Purchasing Report(s) be hereby approved. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-847

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/9/16 – 9/15/16, AND 9/16/16 – 9/22/16, BE AND HEREBY IS APPROVED.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Encumbrance Report(s) be hereby approved. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-848

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Bank statement with a closing date of September 2, 2016.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-849

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Diversified Elevator Services & Equipment in the amount of \$215,511.00.

STATE OF ALABAMA JEFFERSON COUNTY

CONTRACT NO. 00008831

BID #78-16

MUNIS # 16041

ELEVATOR MAINTENANCE AND SERVICE

THIS AGREEMENT entered into this 1st day of August 2016, by and between Jefferson County Alabama hereinafter called "the County", and Diversified Elevator Service & Equipment Co., Inc. called "the Contractor", located at 900 Alton Pkwy, Birmingham, AL 35210. The effective date of this agreement shall be January 1, 2017.

WHEREAS, the County desires to contract Diversified Elevator Service & Equipment Co., Inc. to provide elevator maintenance and service on elevators for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said elevator and maintenance service to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Invitation to Bid No. 78-16. The 1TB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide elevator maintenance and service for the elevators as outlined by their bid response for Groups 3, 4, 7, 9 & 10.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to the General Services Department and Environmental Services at any time after the effective date of this Contract. The Contract term is for three (3) years which begins January 1, 2017 and expires December 31, 2020.
4. **COMPENSATION:** The Contractor shall be compensated for services as listed in the fee schedule. Set fixed pricing for regular and after hour labor rates for repairs as well as for weekend and holiday calls. See Appendix A for schedule.
5. **PAYMENT TERMS:** NET 30
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 Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

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

8. 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.

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

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

11. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

12. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form I 099 reporting and other pertinent data required by law.

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

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

15. CANCELLATION: Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.

16. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any

such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

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

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

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

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

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

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

JEFFERSON COUNTY COMMISSION
JAMES A. (JIMMIE) STEPHENS, PRESIDENT

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

STAFF DEVELOPMENT

Information Technology

Timothy Singleton and Deron Generally
5,040.00
5 Microsoft Office Training Classes
Birmingham, AL – September/October 2016

INDIVIDUAL STAFF DEVELOPMENT

BMO/Payroll

Valerie McGregory
1,243.90
Pension Site Visit (Payroll Integration)
Little Rock, Arkansas – October 16-18, 2016

Commissioner, District 5

David Carrington
3,679.24
Japan-US Southeast Associations Initiative for Sustainable Future
Tokyo, Japan – September 16-24, 2016

Community and Economic Development

Margaret Smith
3,958.33
Home Ownership Finance
Los Angeles, CA – October 10-14, 2016

Cooper Green

Mitzi Dayball
1,173.20
2016 Insight CS User Group
St. Louis, MO – May 14-18, 2016

County Manager

Justin Smith
ACCA
483.73

Prattville, AL – October 5-6, 2016

Justin Smith 503.73
ACCMA Certification Program
Prattville, AL – October 20-21, 2016

Environmental Services

Ronald Stephens
4,851.26
Cityworks Conference
Salt Lake City, UT – December 3-9, 2016

Richard Pennington
1,034.41
Alabama Society of Professional Land Surveyors
Montgomery, AL – October 19-21, 2016

Information Technology

Roosevelt Butler
2,561.81
Gartner Symposium ITXPO
Orlando, FL – October 15-20, 2016

Kevin Garland 689.66
EMC Unity Days 2016
Durham, NC – October 3-5, 2016

Douglas Taylor 460.45
Pension Site Visit (Payroll Integration)
Little Rock, AR. – October 16-18, 2016

Daniel Reavis 446.45
Pension Site Visit (Payroll Integration)
Little Rock, AR. – October 16-18, 2016

Roads

Alan Dodd
1,072.78
ASPLS Alabama Professional Land Surveyors
Montgomery, AL – October 18-21, 2016

Tax Assessor Bessemer

Janet Bell
1,273.99
Intermediate Mapping Class

Montgomery, AL – October 17-21, 2016

FOR INFORMATION ONLY

Emergency Management Agency

Bob Ammons 651.74
Recovery from Disaster
Emmitsburg, MD – October 16-21, 2016

Sheriff

Angela Frazier
1,277.60
Brittany Rogers
1,277.60
PREA Standards
Atlanta, GA- September 26-29, 2016

Jacob Reach
1,297.26
Jeffery Hall
1,308.99
Solomon Cope
1,297.26
John Leon
1,308.99
Basic SRO Course
Murfreesboro, TN – October 2-7, 2016

John West
2,115.84
Alabama Advanced Criminal Justice Academy
Montgomery, AL – October 16-28, 2016

John Michael 399.00
Cybercrime from Crime to Courtroom
Tuscaloosa, AL – October 24-25, 2016

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Staff Development Report be approved. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-850

Position Changes and/or Revenue Changes

1. Community Development Home Grant
\$99,124.00

Increase expenses to record program income from Home Loans receivables on grants
2*151 and 1*263 to pay grant expenses.
Additional Funds Required from the Community Development Home Grant Fund Balance

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Budget Transaction(s) be approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

OCT-6-2016-851

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and High Ground Solutions for the annual maintenance support of Emergency Notification and Rapid Alert System, in the amount of \$4,400.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO.: 00006595

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of September, 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and High Ground Solutions hereinafter referred to as the "Contractor" to provide license and services for Emergency Notification and Rapid Alert System.

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.00006595. The original contract between the parties referenced above, was approved by the Commission on October 9, 2014,MB 167, Page 167 -129 and Amendment I on September 10, 2015, MB 168, Page 530 - 531.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate High Ground Solution attached agreement.

COMPENSATION:

The contractor shall be compensated a sum of \$4.400.

AUTHORIZATION TO PERFORM WORK:
09/30/2016 to 09/30/2017

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

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

JEFFERSON COUNTY COMMISSION
James Stephens, President

High Ground Solutions
Authorized Representative

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-852

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Attachmate Corporation for software maintenance in the amount of \$59,433.20.

STATE OF ALABAMA
JEFFERSON COUNTY

CON00008803

ATTACHMATE MAINTENANCE CONTRACT

This AGREEMENT entered into this 1st day of October 2016, by and between Jefferson County Alabama hereinafter called "the County", and Attachmate Corporation, hereinafter called "the Contractor", located at 705 5Th Ave. South, Suite I000, Seattle, WA 98104. The effective date of this agreement shall be November 1, 2016.

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

WHEREAS, the Contractor desires to provide said maintenance support to the Commission;

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

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

1. SCOPE OF SERVICES: Contractor shall provide software and maintenance support for Reflection for the Web, INFO Connect and DATA Bridge (the "Software"). This contract and

Attachmate Corporation quote #25329. I, dated August 2, 2016, in the amount of \$59,433.20 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 S of the quote terms of Maintenance and is adopted herein by reference and is attached hereto as Exhibit I. Those components constitute the entire agreement between the parties.

2. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on October 31, 2017, with the option to renew for two (2) additional one (1) year terms upon mutual agreement by the parties.

3. PAYMENT TERMS: Net 30

4. COMPENSATION: The Contractor shall be compensated for annual software maintenance and support for a sum of \$59,433.20 annually.

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

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

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

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

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

10. MISCELLANEOUS REQUIREMENTS: If applicable and upon request after execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. Maintenance fees are nonrefundable.
13. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
15. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
16. FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. Omitted.

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 in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County from all causes of action with regards to claims of infringement or infringement of any copyright, trademark, or trade secret of any third party based on the County's use of the Software delivered as part of Maintenance , provided that Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. County may participate in such defense at its expense through counsel of its choosing. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using and licensing the Software, replace or modify the Software so that it becomes non-infringing, or if such remedies are not reasonably available, require return of the Software and provide Customer a refund based on the unamortized portion of the license fees paid for the returned Software, using straight-line 5-year depreciation . Notwithstanding the preceding provisions of this Section, Contractor shall have no indemnity obligations if a claim results solely from: (i) a correction or modification of the Software not provided, or consented to in advance, by Contractor, or (ii) the failure to promptly install an update if installation of such update would have avoided the infringement. All of Contractor's obligations under this Section shall survive the termination of this Agreement and shall not be subject to any limitation of liability contained in this Agreement or the Software License Agreement. This Section states Contractor's entire liability and County's exclusive remedy for any claim of infringement.

19. **LIMITATION OF LIABILITY:** Neither party shall be liable for any incidental, indirect, special or consequential damages under this agreement, even if the party has been advised of their possibility. This limitation of liability applies both to products and services customer purchases under this agreement. Both parties total liability arising out of, or in connection with any event or series of connected events occurring in connection with this agreement shall not exceed the value of the products or services purchased by customer pursuant to this agreement subject to the claim. Notwithstanding the foregoing, the County's breach of the license grant or any unlicensed use of the Software is excluded from this limitation of liability.

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

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

Jefferson County Commission
Corporation
James Stephens
Representative

Attachmate

Authorized

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-853

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Service Express, Inc. for Datacenter Hardware maintenance and support in the amount of \$18,420.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

CON00008858

THIS AGREEMENT entered into this 1st day of October 2016, by and between Jefferson County Alabama hereinafter called "the County", and Service Express, Inc., hereinafter called the contractor", located at 3854 Broadmoor Ave. SE, Grand Rapids, MI 49512. The effective date of this agreement shall be October 3, 2016.

WHEREAS, the County desires to contract for Datacenter Hardware Maintenance 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 and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Commission ITB 111-16. The ITB describes the scope of hardware services called for and the Response contains the statements and representations of the Contractor, thereto. The response form Service Express, Incorporated constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on October 2, 2017, with the County's option to renew for two (2) additional one (1) year terms.
4. **COMPENSATION:** \$18,420.00 annually. Charges for preventative maintenance services shall be invoiced thirty (30) Days in advance of the service period and shall be payable with Net 30 day terms. SEI reserves the right to suspend services to any customer with invoices past due.

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications due to nonperformance.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **GOVERNING LAW /DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description directly resulting from the negligence, omission or gross misconduct of the Contractor, its agents, subcontractors or employees in the performance of this Contract. In no event shall either party be liable for any special, indirect, incidental or consequential damage, including but not limited to lost data or lost profits. The total liability of Contractor under this Contract shall be limited to five million US dollars. Any action against Contractor must be brought within thirty-six (36) months of after the cause of action occurs.

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

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

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

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

16. **HOLD HARMLESS AND INDEMNIFICATION:** Subject to the limitations stated in Section 11 herein, Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama , its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts,

errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

Jefferson County Commission
James A. Stephens

Service Express, Inc.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that by unanimous consent the following item(s) be added as New Business. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-854

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Commission and Director of Human-Community Services and Economic Development are hereby authorized to enter into a Conciliatory Agreement with the U.S. Department of Labor.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-6-2016-855

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission, District 1 resolution SEPT-22-2016-813 be amended to increase the annual salary for the position of Appointed Administrative Assistant County Commission (classification #094628) by \$5,000.00 effective October 1, 2016.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above resolution be adopted. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, October 20, 2016.

President

ATTEST:

Minute Clerk