



**SHELBY COUNTY COMMISSION  
MARCH 9, 2020  
MINUTES**

STATE OF ALABAMA  
COUNTY OF SHELBY

The Shelby County Commission of Shelby County, Alabama, met at the County Administration Building in the City of Columbiana, Alabama, at 8:30 A.M., Monday, March 9, 2020. The meeting was called to order by Commissioner Bearden. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

**PRESENT**

Commissioner Lindsey Allison  
Commissioner Elwyn Bearden  
Commissioner Robbie Hayes  
Commissioner Kevin Morris  
Commissioner Jon Parker  
Commissioner Rick Shepherd  
Commissioner Mike Vest  
Commissioner Ward Williams

**ABSENT**

Commissioner Tommy Edwards

**APPROVAL OF MINUTES OF FEBRUARY 24, 2020  
RESOLUTION 2020-03-09-01**

**MOTION:** Commissioner Shepherd—Motion to approve the Minutes from February 24, 2020 as presented

**SECOND:** Commissioner Morris

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**APPROVAL OF BILLS, REQUISITIONS, AND CHECK REGISTER  
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS  
RESOLUTION 2020-03-09-02**

**MOTION:** Commissioner Shepherd – Motion to approve the Bills, Requisitions and Check Register for Government and Proprietary Funds

**SECOND:** Commissioner Hayes

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**MOTION TO RECESS COMMISSION MEETING  
AND OPEN THERACHEM RESEARCH MEDILAB, LLC  
AMENDMENT 772 PUBLIC HEARING  
RESOLUTION 2020-03-09-03**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-03 as presented  
**SECOND:** Commissioner Vest  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-03**

**BE IT RESOLVED**, the Shelby County Commission hereby recesses and opens the Therachem Amendment 772 Public Hearing at 8:34 A.M.

**MOTION TO ADJOURN PUBLIC HEARING  
RESOLUTION 2020-03-09-04**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-04 as presented  
**SECOND:** Commissioner Parker  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-04**

**BE IT RESOLVED**, the Shelby County Commission hereby adjourns the Therachem Amendment 772 Public Hearing at 8:39 A.M. Yvonne Murray spoke during the public comment time.

**MOTION TO RECONVENE THE  
COMMISSION MEETING  
RESOLUTION 2020-03-09-05**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 2020-03-09-05 as presented  
**SECOND:** Commissioner Allison  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-05**

**BE IT RESOLVED**, the Shelby County Commission hereby reconvenes its regular meeting at 8:39 A.M.

**BUDGET, FINANCE & LEGAL  
THERACHEM RESEARCH MEDILAB, LLC AGREEMENT  
RESOLUTION 2020-03-09-06**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 2020-03-09-06 as presented  
**SECOND:** Commissioner Shepherd  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-06**

**WHEREAS**, Shelby County, Alabama (the “County”) supports and encourages economic development within the County in order to develop a solid and diverse local economy, to increase employment opportunities in the County, to broaden the County’s tax base, to increase revenues, and to provide necessary and improved services to the citizens of the County, thereby improving the quality of life of its citizens; and

**WHEREAS**, Amendment No. 772 of the Constitution of Alabama (1901) (“Amendment No. 772”) authorizes the County to lend its credit to grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting economic development of the County; and

**WHEREAS**, Amendment No. 772 further authorizes the County to lease, sell, grant, exchange, or otherwise convey, on terms approved by the Shelby County Commission (the “County Commission”), all or any part of any real property, to any corporation or other business entity for the purpose of constructing, developing, equipping, and operating commercial facilities of any kind; and

**WHEREAS**, Therachem Research Medilab, LLC (the “Company”), desires to establish a new manufacturing production facility (the “Facility”) located in the County through the purchase of land and the construction, development, and operation of the Facility (the “Project”); and

**WHEREAS**, the Company estimates that it will invest approximately \$5,236,878 in connection with the Project and that the Project will create new jobs for approximately 20 full-time employees, thereby increasing total employment at the Facility to approximately 25 full-time employees with an estimated average annual compensation (excluding benefits) of approximately \$70,000 per full-time employee; and

**WHEREAS**, the County has determined that the development of the Project will further the County’s economic development goals in accordance with Amendment No. 772 and, accordingly, constitutes a public purpose for which financial assistance from the County is appropriate; and

**WHEREAS**, to induce the Company to develop the Project in the County, the County has agreed to provide: (1) a grant (the “Grant”) to the Company, payable in five annual installments of up to one percent of net new payroll per annum not to exceed a total aggregate grant amount of \$14,000; and (2) an abatement of all noneducational State and County construction related sales and use taxes on the Project and an abatement of all noneducational State and County real and personal property taxes on the real and personal property at the Project for a period of ten years (collectively, the “Tax Abatements”); and

**WHEREAS** the County further finds that the public benefits sought to be achieved and the public purpose to be served by the Grant and the Tax Abatements are (i) promoting, improving, and expanding economic development, (ii) increasing employment opportunities in the County, and (iii) promoting the expansion and retention of business enterprises in the County, and (iv) enhancing the overall quality of life for the citizens of the County; and

**WHEREAS**, as required under Amendment No. 772, the County published notice in the March 1, 2020 edition of The Birmingham News concerning the proposed action of the County Commission to approve the authorization, execution, and delivery, on behalf of the County, of the Project Development Agreement by and among the County and the Company (as attached hereto as Exhibit A and incorporated herein) and approve Shelby County Economic and Industrial Development Authority (“SCEIDA”) Resolution 2020-01 and a Tax Abatement Agreement by and among SCEIDA the and the Company (as attached hereto as Exhibit B and incorporated herein); and

**WHEREAS**, the County accordingly finds that providing financial assistance for the Project as described in the Project Development Agreement, Resolution 2020-01, and the Tax Abatement Agreement is consistent with and in furtherance of the objectives of Amendment No. 772 and that the expenditure of such public funds and approval of tax abatements for the purposes described herein

will serve as a valid and sufficient purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

**WHEREAS**, as a result of the County's inducements in the form of the Grant and the Tax Abatements, the Company has decided to undertake the Project in the County; and

**WHEREAS**, the Board of Directors for 58 INC has taken action in its January 15, 2020 meeting to review, and recommend the Project, the Project Development Agreement, Resolution 2020-01, and the Tax Abatement Agreement to the Shelby County Economic and Industrial Development Authority and the Shelby County Commission for further approval;

**WHEREAS**, the Board of Directors for SCEIDA has taken action in its January 15, 2020 meeting to review, approve, and recommend the Project, the Project Development Agreement, Resolution 2020-01, and the Tax Abatement Agreement to the Shelby County Commission for further approval;

**WHEREAS**, the County and the Company desire to enter into the Project Development Agreement and approve Resolution 2020-01 and the Tax Abatement Agreement to set forth their mutual rights and obligations concerning the funding, development, and implementation of the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission that the Chairman of the County Commission be and hereby is authorized to execute, for and as the act of the County, the Project Development Agreement, under which the County will provide the Grant to the Company, in consideration for the Company undertaking the Project in the County.

**BE IT FURTHER RESOLVED**, that the County Commission approves Resolution 2020-01, the Tax Abatement Agreement, and the abatement of all noneducational State and County construction related sales and use taxes on the Project and the abatement of all noneducational State and County real and personal property taxes on the real and personal property at the Project for a period of ten years, in consideration of the Company undertaking the Project in the County.

**BE IT FURTHER RESOLVED**, that in case any one or more of the provisions contained in this Resolution shall be held invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Resolution shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**BID AWARD – REPLACEMENT FILTER MEDIA – TSWTP  
RESOLUTION 2020-03-09-07**

**MOTION:** Commissioner Allison –Motion to approve Resolution 2020-03-09-07 as presented

**SECOND:** Commissioner Hayes

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 2020-03-09-07**

**BE IT RESOLVED**, that the Shelby County Commission hereby awards the bid for Filter Media to the lowest responsive bidder, Unifilt Corporation.

<b>Vendor</b>	<b># Super Sacks</b>	<b>Unit Price</b>	<b>Total</b>
Unifilt Corp			
• Anthracite	48	\$388.1325	\$18,630.36
• Filter Sand	50	\$232.7553	\$11,637.77
• Fine Silica Gravel	10	\$283.1571	\$2,831.87

<b>Unifilt Corp Total</b>			<b>\$33,100.00</b>
Carbonfilt LLC			
• Anthracite	36	\$505.5000	\$18,198.00
• Filter Sand	53	\$254.3000	\$13,477.90
• Fine Silica Gravel	10	\$293.0000	\$2,930.00
<b>CarbonFilt LLC Total</b>			<b>\$34,605.90</b>

Said Ebid# 2020-2-11072 is located within the County Manager's Office.

**BID AWARD – TWO WHEEL/FOUR WHEEL ALIGNMENT SERVICES  
AUTOS & TRUCKS  
RESOLUTION 2020-03-09-08**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-08 as presented  
**SECOND:** Commissioner Shepherd  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-08**

**BE IT RESOLVED,** that the Shelby County Commission hereby awards the bid for Two Wheel/ Four Wheel Alignment Safety Check for Autos and Light Trucks to the lowest responsive bidder, Howard Tire as attached.

Said eBid 2020-2-11073 is located within the County Manager's Office.

**OUTSIDE AGENCIES  
HARRISON REGIONAL LIBRARY – BOARD APPOINTMENT  
RESOLUTION 2020-03-09-09**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-09 as presented  
**SECOND:** Commissioner Vest  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-09**

**BE IT RESOLVED,** that the Shelby County Commission hereby reappointments. Ms. Susan Fulmer to the Harrison Regional Library Board.

**ROADS AND TRANSPORTATION  
ALDOT CONTRACT – REBUILD ALABAMA FUNDS  
RESOLUTION 2020-03-09-10**

**MOTION:** Commissioner Vest – Motion to approve Resolution 2020-03-09-10 as presented  
**SECOND:** Commissioner Shepherd  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-10**

**BE IT RESOLVED**, by the Shelby County Commission that the attached Memorandum of Understanding for the Rebuild Alabama Act allocation between the Alabama Department of Transportation and Shelby County is hereby approved.

**GENERAL SERVICES  
ALEX DUDCHOCK PROCLAMATION  
RESOLUTION 2020-03-09-11**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 2020-03-09-11 as presented

**SECOND:** Commissioner Allison

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

## **Shelby County Commission**

### *In Recognition of Extraordinary Service and Leadership*

*WHEREAS, Alex Dudchock, has rendered distinguished service to Shelby County residents for more than 30 years providing steadfast leadership and visionary planning to improve their quality of life; and,*

*WHEREAS, Shelby County has benefited greatly from his efficient management as County Manager for more than 25 years ensuring a financially responsible government while developing innovative programs, directing targeted investments, and fostering enduring partnerships; and,*

*WHEREAS, among his many noteworthy achievements, he wrote the legislatively approved Civil Service Act in 1992 as the Personnel Director; and,*

*WHEREAS, he has led five major public water system projects, including a new water treatment plant and distribution system on the Coosa River; and,*

*WHEREAS, he has worked tirelessly on more than 300 new public facility investments or upgrades; 11 major highway, bridge and intersection improvements; 105 hangers at the Shelby County Airport; and managing critical financial assets; and,*

*WHEREAS, through his fiscal practices and management the County improved and maintained its' exceptional credit position with a Moody's Aaa rating, higher than the median rating for counties nationwide; and,*

*WHEREAS, he has consistently listened to the needs of residents, businesses and area agencies to improve the quality of life in Shelby County by creating sustainable programs and public facilities; and,*

*WHEREAS, he has improved and expanded parks and recreational opportunities, one of Shelby County's best assets, throughout his tenure by leveraging local tourism dollars and grant programs of more than \$8 million new and renovated projects throughout the County; and,*

*WHEREAS, he has developed unprecedented partnerships and collaborations with municipalities, state agencies and local leaders to create a community with a shared vision of excellence; and,*



**SHELBY COUNTY COMMISSION  
MARCH 9, 2020  
MINUTES**

STATE OF ALABAMA  
COUNTY OF SHELBY

The Shelby County Commission of Shelby County, Alabama, met at the County Administration Building in the City of Columbiana, Alabama, at 8:30 A.M., Monday, March 9, 2020. The meeting was called to order by Commissioner Bearden. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

**PRESENT**

Commissioner Lindsey Allison  
Commissioner Elwyn Bearden  
Commissioner Robbie Hayes  
Commissioner Kevin Morris  
Commissioner Jon Parker  
Commissioner Rick Shepherd  
Commissioner Mike Vest  
Commissioner Ward Williams

**ABSENT**

Commissioner Tommy Edwards

**APPROVAL OF MINUTES OF FEBRUARY 24, 2020  
RESOLUTION 2020-03-09-01**

**MOTION:** Commissioner Shepherd—Motion to approve the Minutes from February 24, 2020 as presented

**SECOND:** Commissioner Morris

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**APPROVAL OF BILLS, REQUISITIONS, AND CHECK REGISTER  
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS  
RESOLUTION 2020-03-09-02**

**MOTION:** Commissioner Shepherd – Motion to approve the Bills, Requisitions and Check Register for Government and Proprietary Funds

**SECOND:** Commissioner Hayes

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**MOTION TO RECESS COMMISSION MEETING  
AND OPEN THERACHEM RESEARCH MEDILAB, LLC  
AMENDMENT 772 PUBLIC HEARING  
RESOLUTION 2020-03-09-03**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-03 as presented  
**SECOND:** Commissioner Vest  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-03**

**BE IT RESOLVED,** the Shelby County Commission hereby recesses and opens the Therachem Amendment 772 Public Hearing at 8:34 A.M.

**MOTION TO ADJOURN PUBLIC HEARING  
RESOLUTION 2020-03-09-04**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-04 as presented  
**SECOND:** Commissioner Parker  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-04**

**BE IT RESOLVED,** the Shelby County Commission hereby adjourns the Therachem Amendment 772 Public Hearing at 8:39 A.M. Yvonne Murray spoke during the public comment time.

**MOTION TO RECONVENE THE  
COMMISSION MEETING  
RESOLUTION 2020-03-09-05**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 2020-03-09-05 as presented  
**SECOND:** Commissioner Allison  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-05**

**BE IT RESOLVED,** the Shelby County Commission hereby reconvenes its regular meeting at 8:39 A.M.

**BUDGET, FINANCE & LEGAL  
THERACHEM RESEARCH MEDILAB, LLC AGREEMENT  
RESOLUTION 2020-03-09-06**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 2020-03-09-06 as presented  
**SECOND:** Commissioner Shepherd  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-06**

**WHEREAS**, Shelby County, Alabama (the “County”) supports and encourages economic development within the County in order to develop a solid and diverse local economy, to increase employment opportunities in the County, to broaden the County’s tax base, to increase revenues, and to provide necessary and improved services to the citizens of the County, thereby improving the quality of life of its citizens; and

**WHEREAS**, Amendment No. 772 of the Constitution of Alabama (1901) (“Amendment No. 772”) authorizes the County to lend its credit to grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting economic development of the County; and

**WHEREAS**, Amendment No. 772 further authorizes the County to lease, sell, grant, exchange, or otherwise convey, on terms approved by the Shelby County Commission (the “County Commission”), all or any part of any real property, to any corporation or other business entity for the purpose of constructing, developing, equipping, and operating commercial facilities of any kind; and

**WHEREAS**, Therachem Research Medilab, LLC (the “Company”), desires to establish a new manufacturing production facility (the “Facility”) located in the County through the purchase of land and the construction, development, and operation of the Facility (the “Project”); and

**WHEREAS**, the Company estimates that it will invest approximately \$5,236,878 in connection with the Project and that the Project will create new jobs for approximately 20 full-time employees, thereby increasing total employment at the Facility to approximately 25 full-time employees with an estimated average annual compensation (excluding benefits) of approximately \$70,000 per full-time employee; and

**WHEREAS**, the County has determined that the development of the Project will further the County’s economic development goals in accordance with Amendment No. 772 and, accordingly, constitutes a public purpose for which financial assistance from the County is appropriate; and

**WHEREAS**, to induce the Company to develop the Project in the County, the County has agreed to provide: (1) a grant (the “Grant”) to the Company, payable in five annual installments of up to one percent of net new payroll per annum not to exceed a total aggregate grant amount of \$14,000; and (2) an abatement of all noneducational State and County construction related sales and use taxes on the Project and an abatement of all noneducational State and County real and personal property taxes on the real and personal property at the Project for a period of ten years (collectively, the “Tax Abatements”); and

**WHEREAS** the County further finds that the public benefits sought to be achieved and the public purpose to be served by the Grant and the Tax Abatements are (i) promoting, improving, and expanding economic development, (ii) increasing employment opportunities in the County, and (iii) promoting the expansion and retention of business enterprises in the County, and (iv) enhancing the overall quality of life for the citizens of the County; and

**WHEREAS**, as required under Amendment No. 772, the County published notice in the March 1, 2020 edition of The Birmingham News concerning the proposed action of the County Commission to approve the authorization, execution, and delivery, on behalf of the County, of the Project Development Agreement by and among the County and the Company (as attached hereto as Exhibit A and incorporated herein) and approve Shelby County Economic and Industrial Development Authority (“SCEIDA”) Resolution 2020-01 and a Tax Abatement Agreement by and among SCEIDA the and the Company (as attached hereto as Exhibit B and incorporated herein); and

**WHEREAS**, the County accordingly finds that providing financial assistance for the Project as described in the Project Development Agreement, Resolution 2020-01, and the Tax Abatement Agreement is consistent with and in furtherance of the objectives of Amendment No. 772 and that the expenditure of such public funds and approval of tax abatements for the purposes described herein

will serve as a valid and sufficient purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

**WHEREAS**, as a result of the County's inducements in the form of the Grant and the Tax Abatements, the Company has decided to undertake the Project in the County; and

**WHEREAS**, the Board of Directors for 58 INC has taken action in its January 15, 2020 meeting to review, and recommend the Project, the Project Development Agreement, Resolution 2020-01, and the Tax Abatement Agreement to the Shelby County Economic and Industrial Development Authority and the Shelby County Commission for further approval;

**WHEREAS**, the Board of Directors for SCEIDA has taken action in its January 15, 2020 meeting to review, approve, and recommend the Project, the Project Development Agreement, Resolution 2020-01, and the Tax Abatement Agreement to the Shelby County Commission for further approval;

**WHEREAS**, the County and the Company desire to enter into the Project Development Agreement and approve Resolution 2020-01 and the Tax Abatement Agreement to set forth their mutual rights and obligations concerning the funding, development, and implementation of the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission that the Chairman of the County Commission be and hereby is authorized to execute, for and as the act of the County, the Project Development Agreement, under which the County will provide the Grant to the Company, in consideration for the Company undertaking the Project in the County.

**BE IT FURTHER RESOLVED**, that the County Commission approves Resolution 2020-01, the Tax Abatement Agreement, and the abatement of all noneducational State and County construction related sales and use taxes on the Project and the abatement of all noneducational State and County real and personal property taxes on the real and personal property at the Project for a period of ten years, in consideration of the Company undertaking the Project in the County.

**BE IT FURTHER RESOLVED**, that in case any one or more of the provisions contained in this Resolution shall be held invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Resolution shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**BID AWARD – REPLACEMENT FILTER MEDIA – TSWTP  
RESOLUTION 2020-03-09-07**

**MOTION:** Commissioner Allison –Motion to approve Resolution 2020-03-09-07 as presented

**SECOND:** Commissioner Hayes

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**RESOLUTION 2020-03-09-07**

**BE IT RESOLVED**, that the Shelby County Commission hereby awards the bid for Filter Media to the lowest responsive bidder, Unifilt Corporation.

<b>Vendor</b>	<b># Super Sacks</b>	<b>Unit Price</b>	<b>Total</b>
Unifilt Corp			
• Anthracite	48	\$388.1325	\$18,630.36
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<b>Unifilt Corp Total</b>			<b>\$33,100.00</b>
Carbonfilt LLC			
• Anthracite	36	\$505.5000	\$18,198.00
• Filter Sand	53	\$254.3000	\$13,477.90
• Fine Silica Gravel	10	\$293.0000	\$2,930.00
<b>CarbonFilt LLC Total</b>			<b>\$34,605.90</b>

Said Ebid# 2020-2-11072 is located within the County Manager's Office.

**BID AWARD – TWO WHEEL/FOUR WHEEL ALIGNMENT SERVICES  
AUTOS & TRUCKS  
RESOLUTION 2020-03-09-08**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-08 as presented  
**SECOND:** Commissioner Shepherd  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-08**

**BE IT RESOLVED,** that the Shelby County Commission hereby awards the bid for Two Wheel/ Four Wheel Alignment Safety Check for Autos and Light Trucks to the lowest responsive bidder, Howard Tire as attached.

Said eBid 2020-2-11073 is located within the County Manager's Office.

**OUTSIDE AGENCIES  
HARRISON REGIONAL LIBRARY – BOARD APPOINTMENT  
RESOLUTION 2020-03-09-09**

**MOTION:** Commissioner Allison – Motion to approve Resolution 2020-03-09-09 as presented  
**SECOND:** Commissioner Vest  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-09**

**BE IT RESOLVED,** that the Shelby County Commission hereby reappointments. Ms. Susan Fulmer to the Harrison Regional Library Board.

**ROADS AND TRANSPORTATION  
ALDOT CONTRACT – REBUILD ALABAMA FUNDS  
RESOLUTION 2020-03-09-10**

**MOTION:** Commissioner Vest – Motion to approve Resolution 2020-03-09-10 as presented  
**SECOND:** Commissioner Shepherd  
**VOTE ON MOTION:** Unanimous **MOTION CARRIED**

**RESOLUTION 2020-03-09-10**

**BE IT RESOLVED**, by the Shelby County Commission that the attached Memorandum of Understanding for the Rebuild Alabama Act allocation between the Alabama Department of Transportation and Shelby County is hereby approved.

**GENERAL SERVICES  
ALEX DUDCHOCK PROCLAMATION  
RESOLUTION 2020-03-09-11**

**MOTION:** Commissioner Hayes – Motion to approve Resolution 2020-03-09-11 as presented

**SECOND:** Commissioner Allison

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

## **Shelby County Commission**

### *In Recognition of Extraordinary Service and Leadership*

*WHEREAS, Alex Dudchock, has rendered distinguished service to Shelby County residents for more than 30 years providing steadfast leadership and visionary planning to improve their quality of life; and,*

*WHEREAS, Shelby County has benefited greatly from his efficient management as County Manager for more than 25 years ensuring a financially responsible government while developing innovative programs, directing targeted investments, and fostering enduring partnerships; and,*

*WHEREAS, among his many noteworthy achievements, he wrote the legislatively approved Civil Service Act in 1992 as the Personnel Director; and,*

*WHEREAS, he has led five major public water system projects, including a new water treatment plant and distribution system on the Coosa River; and,*

*WHEREAS, he has worked tirelessly on more than 300 new public facility investments or upgrades; 11 major highway, bridge and intersection improvements; 105 hangers at the Shelby County Airport; and managing critical financial assets; and,*

*WHEREAS, through his fiscal practices and management the County improved and maintained its' exceptional credit position with a Moody's Aaa rating, higher than the median rating for counties nationwide; and,*

*WHEREAS, he has consistently listened to the needs of residents, businesses and area agencies to improve the quality of life in Shelby County by creating sustainable programs and public facilities; and,*

*WHEREAS, he has improved and expanded parks and recreational opportunities, one of Shelby County's best assets, throughout his tenure by leveraging local tourism dollars and grant programs of more than \$8 million new and renovated projects throughout the County; and,*

*WHEREAS, he has developed unprecedented partnerships and collaborations with municipalities, state agencies and local leaders to create a community with a shared vision of excellence; and,*

*WHEREAS, of all of the projects and business ventures, serving the people of Shelby County has been his guiding resolve; and,*

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

- 1. The Shelby County Commission recognizes and expresses its sincere appreciation and gratitude for the outstanding contributions and extraordinary service made by Alex Dudchock during his 30 years of public service to Shelby County and its citizens and wishes him much happiness and success through the years to come.*
- 2. That a copy of this Resolution shall be enrolled in the permanent minutes of the Shelby County Commission, thus assuring that the achievements of this extraordinary man will always be documented and remembered.*

*Adopted unanimously this 9th day of March 2020.*

**MOTION TO ADJOURN  
RESOLUTION 2020-03-09-12**

**MOTION:** Commissioner Hayes – There being no further business to come before the Commission, move to adjourn this 9<sup>TH</sup> day of March, 2020 at 9:36 A.M.

**SECOND:** Commissioner Shepherd

**VOTE ON MOTION:** Unanimous

**MOTION CARRIED**

**READ & APPROVED:**

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**COMMISSIONER LINDSEY ALLISON**

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**COMMISSIONER ELWYN BEARDEN**

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**COMMISSIONER TOMMY EDWARDS**

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**COMMISSIONER ROBBIE HAYES**

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**COMMISSIONER KEVIN MORRIS**

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**COMMISSIONER JON PARKER**

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**COMMISSIONER RICK SHEPHERD**

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**COMMISSIONER MIKE VEST**

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**COMMISSIONER WARD WILLIAMS**



March 4, 2020

Honorable Elwyn Bearden  
200 West College Street  
Columbiana, Alabama 35051

Dear Mr. Bearden:

58 INC. would like to express to Shelby County, its commission members, and its county manager, our full support of providing assistance to the expansion of Therachem MediLab with a new facility as the first tenant in the City of Chelsea's Foothills Business Park. We have been working in conjunction with the City of Chelsea, Alabama Power Company and the Alabama Department of Commerce to implement a strong and collaborative incentive package to facilitate the company's continued growth in Shelby County. We feel that the strength and future health of the project is clearly demonstrated through the high average wage, growing revenues, and the level of investment that the State of Alabama and the City of Chelsea are willing to put into this field of businesses. The company desires to grow to meet the needs of customers like internationally recognized biopharmaceutical company BioCryst, and it has proven that it is at the forefront of its industry through its growing investment in research and development. Further, the location of this headquarters at the Foothills Business Park will act as a catalyst for the implementation of a vision to develop that corridor into one supportive of technology and bio life science companies that help to employ Shelby County's residents in high-wage, cutting-edge jobs.

The creation of twenty additional jobs at an average wage of \$70,000, will be an incredible mark of progress for not only the City of Chelsea, but also Shelby County as a whole as we seek to bring opportunities closer to our residents.

At the January 15, 2020, meeting of the 58 INC. Board of Directors, 58 INC. unanimously approved support of the proposed tax abatement agreement to be presented to the Shelby County Economic and Industrial Development Authority at its January 15, 2020, meeting and the jobs incentive as proposed in the project development agreement to be presented to the Shelby County Commission at its March 9, 2020, meeting. It is our hope that the Commission will consider and approve this proposal to support this new and catalytic company's growth in our county.

Please do not hesitate to reach out with any questions, and thank you for your support of this project.

Sincerely,

  
Yvonne Murray  
Managing Director



Paul Rogers  
President, Board of Directors

☎ 205.620.6658 🌐 58inc.org

1126 County Services Dr. • Pelham, AL 35124

EXHIBIT A

Resolution Number 2020-01

This Resolution is made this 15 day of January 2020 by the Shelby County Economic and Industrial Development Authority (the Granting Authority), to grant a tax abatement to Therachem Research MediLab (the Company).

WHEREAS, the Company has announced plans for a (check one):

- new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and county noneducational property taxes,  
 all state and county construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and

WHEREAS, the Company has requested that the abatement of state and county noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$5,236,878; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- all state and county noneducational property taxes  
 all state and county construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and

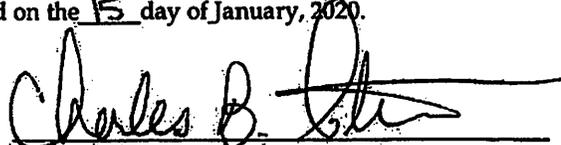
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Shelby County Economic and Industrial Development Authority at a meeting held on the 15 day of January, 2020.

  
(Secretary)

**TAX ABATEMENT AGREEMENT**

This TAX ABATEMENT AGREEMENT ("this Agreement") is made and entered into as of January 15, 2020, by and between THE SHELBY COUNTY ECONOMIC AND INDUSTRIAL DEVELOPMENT AUTHORITY, a public industrial authority of the State of Alabama ("SCEIDA"), THERACHEM RESEARCH MEDILAB, LLC, an Alabama limited liability company (the "Company"), and the successors and assigns of each.

**RECITALS**

WHEREAS, the Company wishes to expand its operations in Shelby County, Alabama (the "County") by constructing and equipping a new facility in Chelsea, Alabama (the "Facility"), where the Company will conduct research and development of pharmaceutical products (the "Project");

WHEREAS, the Company's North American Industry Classification System Code of 325410 meets the definition of an "industrial or research enterprise" in Ala. Code Section 40-9B-3(10);

WHEREAS, the Company has requested from the Board of Directors of SCEIDA (the "Granting Authority"), pursuant to The Tax Incentive Reform Act of 1992, as amended (the "Act"), an abatement of all state and county noneducational property taxes and all state and county construction related transaction taxes except those county construction related transaction taxes levied for educational purposes or for capital improvements for education (collectively, the "Abatements");

WHEREAS, the Company has requested that the Abatements of property taxes should be extended for a period of ten years, in accordance with the Act;

WHEREAS, the Company has filed with the Granting Authority that certain Application to Granting Authority for Abatement of Taxes under Chapter 9B, Title 40, Code of Alabama 1975 attached as Exhibit A (the "Application") pursuant to the Act;

WHEREAS, the Granting Authority has considered the request of the Company and the Application, has found the information contained therein to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community, and has concluded that it is to the advantage of the public that the Abatements be granted in accordance with this Agreement;

WHEREAS, the construction of the Project will involve a capital investment of approximately \$5,236,878;

WHEREAS, the acquisition, development, construction, installation, and equipping of the Project will constitute "private use industrial property" within the meaning of the Act;

WHEREAS, construction of the Project is estimated to be completed and placed in service by August 30, 2021;

WHEREAS, the Company will employ an additional twenty (20) persons at an average hourly wage of at least Thirty-Six Dollars and Six Cents (\$36.06).

WHEREAS, at a meeting of the Granting Authority held on January 15, 2020, the Granting Authority considered and approved the Application for the Abatements;

WHEREAS, the Project qualifies as a major addition, as such term is defined in the Act; and

WHEREAS, for the purposes of the Abatement of construction related transaction taxes, no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement.

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein and in the recitals above (which are hereby incorporated into the Agreement), hereby agree as follows:

1. **GRANT OF ABATEMENT:** Pursuant to the Act, the Granting Authority hereby grants the Company the following Abatement of sales and use taxes and ad valorem taxes with regard to the Project as follows, and the Company hereby makes the following good faith projections as to the Project costs and Abatement amounts:

a. **SALES AND USE TAXES:** The Company shall receive an abatement of all construction related transaction taxes (as such term is defined in the Act) levied by the State of Alabama or any county therein. The total estimated cost of manufacturing property subject to sales and use taxes is \$1,800,000. The total estimated cost of nonmanufacturing property subject to sales and use taxes is \$2,250,000. The estimated total amount of sales and use tax, its abated and unabated components, as well as the taxing jurisdictions for each of the foregoing are as follows:

	<b>Tax Total</b>	<b>Tax Unabated</b>	<b>Tax Abated</b>
<b>State Taxes</b>	<b>\$87,500</b>	<b>\$0</b>	<b>\$87,500</b>
<b>County Taxes</b>	<b>\$21,875</b>	<b>\$10,938</b>	<b>\$10,937</b>
<b>TOTAL</b>	<b>\$109,375</b>	<b>\$10,938</b>	<b>\$98,437</b>

The Company shall at all times remain liable for local sales and use taxes that are levied for educational purposes or for capital improvements for education generally. The maximum exemption period relating to the abatement of the construction-related sales and use taxes for the Project shall extend to the date that the Project is placed in service.

b. **AD VALOREM TAXES ON PERSONAL PROPERTY:** The Company shall receive an abatement of all noneducational ad valorem taxes (as such term is defined in the Act) applicable to personal property at the Project for a ten-year period (years 1 to 10). The estimated total value of the private use industrial property to be placed in service at the Project, as to personal property, is \$2,500,000. In Year 1, the estimated total amount of ad valorem tax on personal

property, its abated and unabated components, as well as the taxing jurisdictions for each of the foregoing are as follows:

	<b>Tax Total</b>	<b>Tax Unabated</b>	<b>Tax Abated</b>
<b>State Taxes</b>	\$6,678	\$3,082	\$3,596
<b>County Taxes</b>	\$38,527	\$30,822	\$7,705
<b>TOTAL</b>	<b>\$45,205</b>	<b>\$33,904</b>	<b>\$11,301</b>

These estimates may decrease as the property depreciates or increase as the property appreciates.

Over the life of ten-year abatement for such real and personal property, the estimated total amount of ad valorem tax on real and personal property, its abated and unabated components, as well as the taxing jurisdictions for each of the foregoing are as follows:

	<b>Tax Total</b>	<b>Tax Unabated</b>	<b>Tax Abated</b>
<b>State Taxes</b>	\$56,835	\$26,231	\$30,604
<b>County Taxes</b>	\$327,890	\$262,313	\$65,577
<b>TOTAL</b>	<b>\$384,725</b>	<b>\$288,544</b>	<b>\$96,181</b>

These estimates may decrease as the property depreciates or increase as the property appreciates. Each item of personal property acquired for the Project shall have its own abatement. The abatement for each item of personal property acquired for the Project shall begin on the first October 1 lien date the item of personal property becomes subject to ad valorem taxes and shall run for ten years. The Parties intend that all private use industrial development property that constitutes personal property shall receive an abatement, regardless of whether any item of private use industrial development personal property was acquired after any portion of the Project has been completed or placed in service for tax or accounting purposes.

2. **ESTIMATIONS ARE NOT LIMITATIONS:** The estimates of the Abatements contained in the preceding Section 1 and in the Application are estimates and not restrictions or limitations. It is the intent of this Agreement that the Abatements be granted to the Company in accordance with this Agreement regardless of whether such Abatements exceed the estimated amounts in Section 1, and regardless of whether the aggregate capital investment in the Project by the Company should exceed the amount in Section 1.

3. **GOOD-FAITH PROJECTIONS:** The Company hereby makes the good-faith projections regarding the estimated investment in the Project, the number of new employees to be located at the Project, and the annual payroll of the new employees to be located at the Project as set forth in the Application.

4. **FUTURE TAX CHANGES:** The Abatements granted to the Company in this Agreement extend to any future noneducational ad valorem taxes and any future construction related transaction taxes (including all state and county sales and use taxes, but excepting those local construction related transaction taxes levied for educational purposes or for capital improvements for education). Thus, if any additional noneducational taxes are levied by any county, state, or other governmental entity to which the Company would otherwise be subject, then as provided in this Agreement, the Company shall receive an abatement of such taxes. The Company will remain liable for any ad valorem taxes or local construction related transaction taxes that are imposed or levied for educational purposes or for capital improvements for education to the extent such taxes are not abatable under applicable law.

5. **TITLE TO PROPERTY:** To the extent permitted by the Act, the Abatements provided for in this Agreement shall be effective for, and shall apply to, the Project and the Company regardless of whether ownership of the real and personal property constituting the Project is deemed to be (for common law purposes, for federal income tax purposes, or for any other tax purposes) in the Company; the City of Chelsea, Alabama; the County; SCEIDA; a parent or subsidiary corporation of the Company, or any other affiliated entity of the Company; a lender of funds to the Company; any lessor holding title to any portion of the Project; any receiver, trustee, or other fiduciary on behalf of the Company; a creditor of any of the foregoing; any trustee in bankruptcy or debtor-in-possession of the Company; a Project contractor or subcontractor; or a Project vendor.

6. **REPRESENTATIONS OF THE COMPANY.** The Company represents and warrants to Granting Authority as follows:

a. that the granting of the tax abatements herein granted by the Granting Authority will assist it in acquiring, developing, constructing, installing, and equipping an industrial or research enterprise (within the meaning of the Act) in the County and the State of Alabama;

b. that it is being induced, in part, to arrange for and proceed with the acquisition, development, construction, installation, and equipping of the Project in reliance on the undertakings of SCEIDA herein contained;

c. that it has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement; and

d. that the execution and delivery of this Agreement on its part has been duly authorized by all necessary action.

7. **REPRESENTATIONS OF SCEIDA.** SCEIDA represents and warrants to the Company (a) that it has corporate power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by its Board of Directors.

8. **FURTHER ASSURANCES AND COOPERATION:** All parties shall execute such additional documents and instruments as may reasonably be required by SCEIDA or the Company and will take all reasonable and necessary steps and actions to ensure that the Company receives

the abatement of taxes allowable under this Agreement. Further, SCEIDA will not take any actions that would undermine or circumvent the intent of this Agreement.

9. **AMENDMENT IN WRITING:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

10. **SEVERABILITY:** All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason any of the provisions hereof are held to be invalid or unenforceable to any extent, to the extent that the remaining such provisions are valid and enforceable, the parties hereto intend for the remaining provisions of this Agreement to be interpreted in a manner so as to provide for maximum validity and enforceability of the abatements granted under this Agreement.

11. **SUCCESSORS AND ASSIGNS:** To the extent permitted by the Act: (i) this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; (ii) the Company may, at any time while this Agreement is in effect, assign (outright, in fee, in part, collaterally, conditionally, in trust, or otherwise) any of its rights, privileges, interests, and obligations hereunder to another person or legal entity or entities, provided further that no assignment of any such rights, privileges, interests, and obligations under this Agreement shall discharge the Company from primary liability for all obligations assumed by the Company under this Agreement; and (iii) the Abatements herein granted shall be available to any successor owner of the Project or any portion thereof that operates the Project or such portion as part of the Project and as an "industrial or research enterprise," as such term is defined in the Act, including, without limitation, any developer/lessor, any leasing company, and any affiliate of the Company, to the same extent that such Abatements would have been realized by the Company had it continued to own the Project or such portion thereof. In the event the Company desires to assign all or any of its rights hereunder, the Granting Authority hereby consents to such assignment in advance and agree that the assignee(s) shall be fully entitled to such Abatements as if the same had been granted to such assignee(s) directly by the Granting Authority. Further, the Granting Authority agrees to cooperate with the Company and any assignee(s) in order to facilitate such assignment, and the Granting Authority will execute such documents as may be necessary or requested by the Company and/or any assignee(s) including, without limitation, any necessary amendments hereto, so that the Abatements granted herein to the Company may be transferred and/or allocated, in whole or in part, in order and to the extent necessary to allow the Company and any assignee(s) the full benefit of such Abatements. However, the Company will pay or reimburse all legal or other expenses reasonably incurred by the City in connection with any assignment provided for in this Section 11.

12. **CONSTRUCTION:** This Agreement shall be liberally construed to effectuate the granting of the Abatements intended to be provided by this Agreement.

13. **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above indicated.

**SHELBY COUNTY ECONOMIC AND  
INDUSTRIAL DEVELOPMENT AUTHORITY**

By: *Jerry Williams*  
Name:  
Title: *Chairperson*

**THERACHEM RESEARCH MEDILAB, LLC**

By: *POORAN CHAND*  
Name: POORAN CHAND  
Title: CEO

4819-4804-0113.2

4829-1315-6784.1

## **PROJECT DEVELOPMENT AGREEMENT**

**THIS PROJECT DEVELOPMENT AGREEMENT** (this "Agreement") is hereby made and entered into this \_\_\_\_\_ day of March, 2020 (the "Effective Date"), by and among **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the "County"), and **THERACHEM RESEARCH MEDILAB, LLC**, an Alabama limited liability company (the "Company"). The parties to this Agreement are sometimes referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, the Company plans to establish a new manufacturing production facility ("Facility") through the purchase of land and the construction of the Facility (the "Project") at a site located in the County and more particularly described in Exhibit "A" attached hereto (the "Site");

**WHEREAS**, the Company is to be the employer and tenant in the Facility, will purchase furnishings and equipment for the Project, and may also participate in the purchase of materials for the capital improvements;

**WHEREAS**, the Company estimates that it will invest approximately \$5,236,878 in connection with the Project and employ, in addition to its existing 5 Full-Time Employees located in the County (the "Existing Employees"), at least 20 net new Full-Time Employees;

**WHEREAS**, the County has determined that the Project would be in the best interest of the County and its citizens by: (i) promoting, improving, and expanding economic and industrial development within the County, (ii) increasing employment opportunities in the County, (iii) increasing the County's tax base, thereby resulting in additional tax revenues for the County, and (iv) enhancing the overall quality of life for the citizens of the County;

**WHEREAS**, the Board of Directors for 58 INC has taken action in its January 15, 2019 meeting to review, approve, and recommend the Project and Agreement to the Shelby County Commission for further approval;

**WHEREAS**, the development of the Project will further assist in the promotion of economic and industrial development that is critical to the sustained economic health and well-being of the County and the surrounding areas, and the County accordingly finds that providing financial assistance for the Project as described in this Agreement is being made under and in furtherance of any power and authority authorized by Amendment No. 772 to the Constitution of Alabama (1901), and the County has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

**NOW, THEREFORE**, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
COMMITMENTS OF THE COMPANY**

Section 1.1 Capital Commitment. Not later than August 30, 2021, the Company shall have incurred a Capital Investment in the Project of not less than \$5,236,878 (the "Capital Commitment").

Section 1.2 Employment Commitment.

(a) For each Reporting Year, the Company shall employ the number of Project Employees earning the Average Annual Payroll set forth in Exhibit "B" (the "Employment Commitment") and maintain total employment of the aggregate number of Full-Time Employees set forth in Exhibit "B".

(b) For each Reporting Year, the Company shall certify that it has, or has not, met the Employment Commitment for such Reporting Year by furnishing a notarized certificate (a "Certificate"), signed by an executive officer of the Company, to the County on or before the date that is 60 days following the end of such Reporting Year; provided, however, that the Company may furnish a Certificate to the County on or before the date that is 90 days following the end of such Reporting Year if the Company first submits a written extension request to the County on or before the date that is 60 days following the end of such Reporting Year. Each Certificate shall be in the form of Exhibit "C" attached hereto and set forth (i) the Average Annual Payroll for the applicable Reporting Year (the "Certified Payroll Level"), (ii) the Net New Annual Payroll for the applicable Reporting Year (if any), (iii) the total number of Project Employees as of December 31<sup>st</sup> of such Reporting Year (the "Certified Employment Level"), (iv) the total number of Full-Time Employees as of December 31<sup>st</sup> of such Reporting Year, (v) the zip code of residence for such Full-Time Employees as of December 31<sup>st</sup> of such Reporting Year, and (vi) the educational degree level and type for such Full-Time Employees as of December 31<sup>st</sup> of such Reporting Year. The County may require the Company to provide such other documentation that the County deems reasonably necessary to confirm the Company's certifications. The County acknowledges and agrees that all information in the Certificate shall be provided for informational purposes only and the Company shall not be obligated to provide any additional employment-related information (including, but not limited to, employee names, social security numbers, and street addresses).

Section 1.3 Additional Commitments.

(a) The Company shall, to the extent permissible by applicable law, give good faith consideration for employment at the Project to qualified Shelby County, Alabama residents, subject in all cases to the Company's then usual and customary hiring policies and the sole discretion of the Company.

(b) The Company represents, warrants and covenants that it is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

**ARTICLE II  
COMMITMENTS OF THE PUBLIC AUTHORITIES**

Section 2.1 Local Commitment.

(a) In consideration of the Company undertaking the Project and conducting its business operations therein as described in the Recitals to this Agreement and the economic benefit to the County and local community to be realized from that operation, the County shall make available to the Company up to \$14,000 (the "Local Commitment"), payable in up to five annual installments (each, a "Local Commitment Payment") corresponding with each Reporting Year of the Local Commitment Period, as calculated in accordance with Section 2.1(d) hereof.

(b) The Company shall submit an invoice, the form of which is attached hereto as Exhibit "D" (a "Request for Payment"), to the County requesting payment of the applicable Local Commitment Payment on or before the date that is 60 days following the end of such Reporting Year; provided, however, that the Company may submit a Request for Payment on or before the date that is 90 days following the end of such Reporting Year if the Company first submits a written extension request to the County on or before the date that is 60 days following the end of such Reporting Year. Each Request for Payment shall be accompanied by a Certificate described in Section 1.2(b) hereof.

(c) Failure of the Company to file any Certificate or Request for Payment that is required by the terms

of this Agreement shall cause the Company to be ineligible to receive a Local Commitment Payment for such Reporting Year.

(d) The County shall remit a Local Commitment Payment to the Company no later than 30 days following receipt of the Request for Payment for such Reporting Year. The amount of each Local Commitment Payment will be dependent upon the Certified Employment Level and the Certified Payroll Level for the applicable Reporting Year during the Local Commitment Period, as follows:

(i) If the Employment Commitment is satisfied, the Local Commitment Payment for such Reporting Year shall be 1% of the Net New Annual Payroll;

(ii) If the Certified Employment Level is less than 70% of the number of Project Employees set forth in Exhibit "B" (the "Employment Level Minimum") and the Certified Payroll Level is less than 70% of the Average Annual Payroll amount set forth in Exhibit "B" (the "Payroll Level Minimum"), the Local Commitment Payment for such Reporting Year shall be \$0;

(iii) If the Company satisfies the Employment Level Minimum but does not satisfy the Payroll Level Minimum, the Local Commitment Payment for such Reporting Year shall be equal to:

(A) 0.5% of the Net New Annual Payroll, if the Certified Employment Level is at least the number of Project Employees set forth in Exhibit "B" for such Reporting Year; or

(B) ((Certified Employment Level / Number of Project Employees set forth in Exhibit "B" for such Reporting Year) x 0.5% of the Net New Annual Payroll), if the Certified Employment Level is at least the Employment Level Minimum but less than the number of Project Employees set forth in Exhibit "B" for such Reporting Year;

(iv) If the Company does not satisfy the Employment Level Minimum but does satisfy the Payroll Level Minimum, the Local Commitment Payment for such Reporting Year shall be equal to:

(A) 0.5% of the Net New Annual Payroll, if the Certified Payroll Level is at least the Average Annual Payroll amount set forth in Exhibit "B" for such Reporting Year; or

(B) ((Certified Payroll Level / Average Annual Payroll amount set forth in Exhibit "B" for such Reporting Year) x 0.5% of the Net New Annual Payroll), if the Certified Payroll Level is at least the Payroll Minimum but less than the Average Annual Payroll amount set forth in Exhibit "B" for such Reporting Year.

(e) (i) Further, if for any Reporting Year during the Maintenance Period, the Company does not maintain the Employment Level Minimum and the Payroll Level Minimum, the Company shall pay to the County a recapture fee equal to 20% of the greater of:

(A) the Recapture Base x ((the Employment Level Minimum – the Certified Employment Level) / the Employment Level Minimum); or

(B) the Recapture Base x ((the Payroll Level Minimum – the Certified Payroll Level) / the Payroll Level Minimum).

(ii) Any recapture payment under this Section 2.1(e) shall be repaid to the County by the Company within 30 days after the Company receives written demand from the County based on a Certificate provided by the Company to the County in accordance with Section 1.2(b).

(iii) Notwithstanding anything contained in this Agreement to the contrary, the maximum recapture amount that the County may recover from the Company under this Section 2.1(e) shall be the Local Commitment.

(iv) The maximum recapture amount payable to the County for any Reporting Year shall be reduced by any recapture amount paid to the County in any prior year of the Maintenance Period.

(f) Notwithstanding anything contained in this Agreement to the contrary, the Company shall repay to the County the Local Commitment should the Company relocate the Project outside of the County within the Local Commitment Period or the Maintenance Period.

**Section 2.2 Additional Inducements and Incentives for Expansions.**

The investments to be made by the Company pursuant to this Agreement shall have no effect on, and shall neither restrict nor limit, any inducements and incentives to which the Company may become entitled in respect of any significant investment, expansion, or creation of additional jobs beyond that contemplated by this Agreement.

**ARTICLE III  
TERMS AND CONDITIONS**

**Section 3.1 Certain Representations and Warranties.**

(a) Each Party separately represents and warrants to each other Party that it has the legal power and authority to enter into this Agreement, and any ancillary agreement to which it is or will become a party, and to make the respective commitments made herein or therein, and to the

extent that any Party requires the authorization, approval or consent of any other Party, or any third party for it to have made the commitments contained herein, or in any ancillary agreement to which it is or will become a party, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) Each Party separately represents and warrants to each other Party that (i) the execution and delivery by it of this Agreement, and any ancillary agreements to which it is or will become a party, the performance by it of its obligations hereunder or thereunder, and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions on the part of it and (ii) this Agreement, and any ancillary agreement to which it is or will become a party, constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

**Section 3.2 Grounds for Termination of County's Obligations.** The obligations of the County hereunder may be terminated by the County upon the occurrence of any of the following events:

(a) The determination by the County that any representations made by the Company or its agents to induce the County to offer incentives to the Company were materially false and not made in good faith.

(b) Failure of the Company to meet its Capital Commitment by August 30, 2021.

**Section 3.3 Retention of Contractors and Vendors.** The County acknowledges and agrees that all contractors and vendors retained by the Company in connection with the matters contemplated herein shall be selected in the sole discretion of the Company and that the Company shall have no obligation to choose any contractors or vendors recommended by the County.

#### **ARTICLE IV MISCELLANEOUS PROVISIONS**

**Section 4.1 Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in effect through the expiration of the Maintenance Period, unless otherwise provided herein.

**Section 4.2 Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions.

Section 4.3 Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, the Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal, or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal, or unenforceable.

Section 4.4 Notices. Any notice, request, demand, claim, or other communication hereunder shall be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer of the intended recipient), (b) 6 days after it is sent by certified first class mail, return receipt requested, postage prepaid, (c) 3 days after it is sent by recognized overnight courier service, or (d) when sent by facsimile service (with such facsimile to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), to the following addresses and recipients:

COUNTY:

Shelby County Manager  
200 West College Street, Drawer 123  
Columbiana, AL 35051  
Telephone: (205) 670-6500  
Facsimile: (205) 669-3864  
Attention: Chad Scroggins

With a copy to:

Wallace, Ellis, Fowler, Head & Justice  
P.O. Box 587  
Columbiana, AL 35051  
Telephone: (205) 669-6783  
Facsimile: (205) 669-4932  
Attention: Butch Ellis

COMPANY:

Therachem Research MediLab LLC  
100 Jade Park  
Chelsea, AL 35043  
Telephone: (502) 345-8911  
Attention: Randall B. Riggs;  
Pooran Chand

With a copy to:

Baker & Hostetler LLP  
200 Civic Center Drive  
Suite 1200  
Columbus, OH 43215  
Telephone: (614) 462-2687  
Facsimile: (614) 462-2616  
Attention: Edward J. Bernert

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 4.4.

Section 4.5 Press Releases. Each Party agrees to cooperate fully, as permitted by law, to coordinate with each other Party in connection with all press releases and publications concerning the transactions contemplated by this Agreement. No press release or publication with the exception of Notices required by Amendment 772 shall be issued by any Party without the prior written approval of the other Party. Such approval shall not be unreasonably withheld and shall be deemed to occur if the sending Party does not receive any written objection from the receiving Party within 7 days after the receiving Party is deemed to receive the press release or publication pursuant to the provisions of Section 4.4.

Section 4.6 Assignment. This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any Affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County, to be expressed in writing and signed by an authorized representative of the County.

Section 4.7 Binding Nature. It is the intention of the Parties that the commitments and obligations set forth herein shall be binding upon the Parties hereto and their respective successors and permitted assigns.

Section 4.8 Further Assurances. The County agrees to do all reasonable things and take all reasonable actions as permitted by law after the date hereof to address the matters contemplated herein.

Section 4.9 No Third Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Section 4.10 Article and Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Section 4.11 Incorporation of Exhibits, Annexes, and Schedules. The exhibits, annexes, and schedules identified in this Agreement and annexed hereto are incorporated herein by reference and made a part hereof. If any provision of this Agreement conflicts with or is inconsistent with any ancillary agreement relating to the matters contemplated hereby or with any exhibit, annex, or schedule annexed hereto, the terms, conditions, and obligations set forth in this Agreement shall control.

Section 4.12 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and duly signed by an authorized representative of each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 4.13 Construction. In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" includes printing, typing, facsimile reproduction and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instrument; references to days shall mean calendar days unless otherwise specified; and references to Parties include their respective successors and permitted assigns.

Section 4.14 Force Majeure. In the event of any Party hereto being rendered unable, wholly or in part, by reason of Force Majeure to carry out its obligations hereunder (other than the obligation to make payment of amounts due hereunder), or to meet the requirements to earn a payment or other commitment of another Party hereto, the obligations of the disabled party suffering such Force Majeure event shall be suspended during the continuance of any inability so caused, but for no longer period and/or the deadline to earn any such payments or other benefits shall be tolled for the period of such Force Majeure event and the deadline shall be extended for the period of such Force Majeure event; provided, however, that such Party suffering the Force Majeure event shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such a Force Majeure event (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the

event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

Section 4.15 Survival of Representations and Warranties. The covenants, representations, and warranties made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such covenants, representations, and warranties relate.

Section 4.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

Section 4.17 Costs and Expenses. Each Party agrees to pay its own costs and expenses, including attorneys' fees, incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

Section 4.18 Indemnification. The Company shall release, save, hold harmless, and indemnify the County, its elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from the Company's breach or default in the performance of any of its obligations herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the County, shall defend the same at the Company's expense by counsel satisfactory to the County. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

Section 4.19 Entire Agreement. This Agreement (including any ancillary agreements and exhibits referred to herein) constitutes the entire agreement among the Parties hereto and supersedes any prior understandings, agreements or representations by or among the Parties hereto, whether written or oral to the extent they relate to the subject matter herein.

## **ARTICLE V DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings set out in this Article V:

“Affiliate” of any specified entity means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with, or which directly or indirectly owns voting securities of an entity directly or indirectly controlled by, such specified entity. For purposes of this definition, “control” when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Aggregate Annual Payroll” means cash compensation paid to all Project Employees for a Reporting Year. For purposes of computing the Aggregate Annual Payroll for a Reporting Year, cash compensation shall include overtime pay and bonuses, but shall not include Fringe Benefits.

“Average Annual Payroll” means, with respect to any Reporting Year, the Aggregate Annual Payroll, divided by the actual number of Project Employees, calculated as of the last day of such Reporting Year.

“Capital Investment” means all costs and expenses incurred by the Company in connection with the acquisition, construction, installation, and equipping of the Project, if such costs are required to be capitalized for federal income tax purposes, determined without regard to any rule that permits expenditures properly chargeable to a capital account to be treated as current expenditures.

“Commencement of Operations Date” means the date on which the Company provides written notice to the County that it has begun, in whole or in part, utilizing the Facility for its corporate headquarters operations.

“Force Majeure” means acts of God; change in governmental laws, orders, rules or regulations prohibiting the applicable action, including but not limited to permitting delays; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. Such term shall likewise include, in those instances where a Party is required to obtain or furnish materials and supplies for the purpose of constructing or maintaining facilities for such purpose, the inability of such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable costs, and after the exercise of reasonable diligence, such materials and supplies.

“Fringe Benefits” shall include, but are not limited to, health insurance, retirement, life insurance, workers’ compensation, unemployment compensation, and the employer portion of Federal Insurance Contributions Act taxes.

“Full-Time Employee” means a person that is either (a) being paid directly by the Company for not less than 36 hours per week, is employed at the Project, and who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or

reports filed with the foregoing, including but not limited to, IRS Form 941, (b) an employee of a direct contractor of the Company who is paid by the Company's direct contractor for working at the Project for not less than 36 hours per week, and/or (c) a person working under a contract with the Company for working at the Project for not less than 36 hours per week. Notwithstanding the above, the term "Full-Time Employee" shall not include an unskilled temporary employee or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

"Local Commitment Period" means the period of ten consecutive Reporting Years commencing on the first day of the month after the Commencement of Operations Date.

"Maintenance Period" means the period of three consecutive Reporting Years immediately following the last day of the Local Commitment Period.

"Net New Annual Payroll" means cash compensation paid for a Reporting a Year to any Project Employees exceeding the highest number of Project Employees included in any preceding Certified Employment Level. For purposes of computing the Net New Annual Payroll for a Reporting Year, cash compensation shall include overtime pay and bonuses, but shall not include Fringe Benefits.

"Project Employees" means net new Full-Time Employees hired for the Project after the Commencement of Operations Date.

"Recapture Base" shall mean the aggregate amount of the Local Commitment actually received by the Company as of a Reporting Year.

"Reporting Year" means each 365-day period of the Local Commitment Period and the Maintenance Period.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above indicated.

**SHELBY COUNTY, ALABAMA**

By: \_\_\_\_\_  
Honorable Elwyn Bearden, Chairman  
Shelby County Commission

**THERACHEM RESEARCH MEDILAB,  
LLC**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**Site**

**EXHIBIT B**

**Employment Commitment**

	<b>Reporting Year 1</b>	<b>Reporting Year 2</b>	<b>Reporting Year 3</b>	<b>Reporting Year 4</b>	<b>Reporting Year 5</b>	<b>Reporting Year 6</b>	<b>Reporting Year 7</b>	<b>Reporting Year 8</b>	<b>Reporting Year 9</b>	<b>Reporting Year 10</b>
<b>Project Employees</b>	10	15	20	20	20	20	20	20	20	20
<b>Average Annual Payroll for Project Employees</b>	\$700,000	\$1,035,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000
<b>Aggregate Number of Full- Time Employees</b>	15	20	25	25	25	25	25	25	25	25
<b>Incentive Employees</b>	10	15	20	20	20	20	20	20	20	20
<b>Net New Annual Payroll</b>	\$700,000	\$335,000	\$365,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Projected Incentive Amount</b>	\$7,000	\$3,350	\$3,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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**EXHIBIT C**

**Certificate**

(See attached)

**EXHIBIT D**

**Request for Payment**

(See attached)

4835-2310-5458.1

YEAR	MAKE	MODEL	ERNEST MCCARTY	HOWARD TIRE
1997	CHEVROLET	S-10	\$89.95	\$69.95
1998	CHEVROLET	K-10	\$89.95	\$69.95
1998	CHEVROLET	2500	\$109.95	\$69.95
1998	CHEVROLET	C-20-CHEVY	\$109.95	\$69.95
1998	CHEVROLET	3500 CHEYENNE	\$109.95	\$69.95
1998	CHEVROLET	S-10	\$89.95	\$69.95
1999	CHEVROLET	C3500	\$109.95	\$69.95
2000	CHEVROLET	C3500	\$109.95	\$69.95
2000	CHEVROLET	IMPALA	\$89.95	\$69.95
2000	CHEVROLET	C3500	\$109.95	\$69.95
2001	CHEVROLET	TAHOE	\$89.95	\$69.95
2001	CHEVROLET	C3500	\$109.95	\$69.95
2001	CHEVROLET	IMPALA	\$89.95	\$69.95
2001	CHEVROLET	SILVERADO	\$89.95	\$69.95
2002	CHEVROLET	C1500 CHEYENNE	\$89.95	\$69.95
2002	CHEVROLET	IMPALA	\$89.95	\$69.95
2002	CHEVROLET	TRAILBLAZER	\$89.95	\$69.95
2002	CHEVROLET	EXPRESS CARGO	\$89.95	\$69.95
2002	CHEVROLET	C1500 CHEYENNE	\$89.95	\$69.95
2002	CHEVROLET	S-10	\$89.95	\$69.95
2002	CHEVROLET	TAHOE	\$89.95	\$69.95
2003	CHEVROLET	SILVERADO	\$89.95	\$69.95
2003	CHEVROLET	MALIBU	\$89.95	\$69.95
2003	CHEVROLET	TAHOE	\$89.95	\$69.95
2003	CHEVROLET	IMPALA	\$89.95	\$69.95
2004	CHEVROLET	IMPALA	\$89.95	\$69.95
2005	CHEVROLET	IMPALA	\$89.95	\$69.95
2006	CHEVROLET	2500	\$109.95	\$69.95
2006	CHEVROLET	SILVERADO	\$89.95	\$69.95
2006	CHEVROLET	IMPALA	\$89.95	\$69.95
2006	CHEVROLET	TRAILBLAZER	\$89.95	\$69.95
2006	CHEVROLET	COLORADO	\$89.95	\$69.95
2007	CHEVROLET	COLORADO	\$89.95	\$69.95
2007	CHEVROLET	IMPALA	\$89.95	\$69.95
2007	CHEVROLET	TRAILBLAZER	\$89.95	\$69.95
2008	CHEVROLET	IMPALA	\$89.95	\$69.95
2008	CHEVROLET	COLORADO	\$89.95	\$69.95
2008	CHEVROLET	TRAILBLAZER	\$89.95	\$69.95

2008	CHEVROLET	TAHOE	\$89.95	\$69.95
2009	CHEVROLET	MALIBU	\$89.95	\$69.95
2009	CHEVROLET	IMPALA	\$89.95	\$69.95
2009	CHEVROLET	TAHOE	\$89.95	\$69.95
2010	CHEVROLET	EXPRESS CARGO	\$109.95	\$69.95
2011	CHEVROLET	IMPALA	\$89.95	\$69.95
2011	CHEVROLET	TAHOE	\$89.95	\$69.95
2012	CHEVROLET	IMPALA	\$89.95	\$69.95
2013	CHEVROLET	SILVERADO	\$89.95	\$69.95
2013	CHEVROLET	IMPALA	\$89.95	\$69.95
2014	CHEVROLET	EXPRESS PASSENGER	\$109.95	\$69.95
2014	CHEVROLET	TAHOE	\$89.95	\$69.95
2015	CHEVROLET	SILVERADO 1500	\$89.95	\$69.95
2015	CHEVROLET	TAHOE	\$89.95	\$69.95
2016	CHEVROLET	SILVERADO 1500	\$89.95	\$69.95
2017	CHEVROLET	SILVERADO 1500	\$89.95	\$69.95
2018	CHEVROLET	EXPRESS VAN	\$109.95	\$69.95
2018	CHEVROLET	SILVERADO 1500	\$89.95	\$69.95
2019	CHEVROLET	SUBURBAN	\$89.95	\$69.95
2019	CHEVROLET	TAHOE	\$89.95	\$69.95
1999	DODGE	1500 DODGE	\$89.95	\$69.95
2000	DODGE	DAKOTA PICK-UP	\$89.95	\$69.95
2000	DODGE	R-1500	\$89.95	\$69.95
2000	DODGE	R-2500	\$109.95	\$69.95
2001	DODGE	1500 DODGE	\$89.95	\$69.95
2001	DODGE	SPRINTER 2500	\$109.95	\$69.95
2001	DODGE	1500 DODGE	\$89.95	\$69.95
2002	DODGE	R-2500	\$109.95	\$69.95
2002	DODGE	R-1500	\$89.95	\$69.95
2003	DODGE	R1500	\$89.95	\$69.95
2003	DODGE	DURANGO	\$89.95	\$69.95
2003	DODGE	R-2500	\$109.95	\$69.95
2004	DODGE	DURANGO	\$89.95	\$69.95
2005	DODGE	R1500	\$89.95	\$69.95
2005	DODGE	DAKOTA PICK-UP	\$89.95	\$69.95
2005	DODGE	RAM	\$89.95	\$69.95
2006	DODGE	DURANGO	\$89.95	\$69.95
2007	DODGE	DAKOTA PICK-UP	\$89.95	\$69.95
2007	DODGE	2500	\$109.95	\$69.95
2007	DODGE	DURANGO	\$89.95	\$69.95

2007	DODGE	CHARGER	\$89.95	\$69.95
2008	DODGE	CALIBER	\$89.95	\$69.95
2008	DODGE	DURANGO	\$89.95	\$69.95
2008	DODGE	CHARGER	\$89.95	\$69.95
2009	DODGE	CHARGER	\$89.95	\$69.95
2009	DODGE	DURANGO	\$89.95	\$69.95
2010	DODGE	CHARGER	\$89.95	\$69.95
2011	DODGE	DAKOTA PICK-UP	\$89.95	\$69.95
2012	DODGE	R2500	\$109.95	\$69.95
2012	DODGE	CHARGER	\$89.95	\$69.95
2013	DODGE	R-1500	\$89.95	\$69.95
2013	DODGE	CHARGER	\$89.95	\$69.95
2014	DODGE	1500	\$89.95	\$69.95
2014	DODGE	CHARGER	\$89.95	\$69.95
2015	DODGE	R-1500	\$89.95	\$69.95
2017	DODGE	DURANGO	\$89.95	\$69.95
1997	FORD	F350-FORD	\$89.95	\$69.95
1997	FORD	F150	\$89.95	\$69.95
1997	FORD	CROWN VICTORIA	\$89.95	\$69.95
1998	FORD	F150	\$89.95	\$69.95
1998	FORD	CROWN VICTORIA	\$89.95	\$69.95
1999	FORD	F350-FORD	\$109.95	\$69.95
2000	FORD	EXPLORER	\$89.95	\$69.95
2000	FORD	CROWN VICTORIA	\$89.95	\$69.95
2001	FORD	CROWN VICTORIA	\$89.95	\$69.95
2001	FORD	F-450	\$109.95	\$69.95
2001	FORD	EXPEDITION	\$89.95	\$69.95
2002	FORD	F350-FORD	\$89.95	\$69.95
2002	FORD	CROWN VICTORIA	\$89.95	\$69.95
2002	FORD	E350	\$109.95	\$69.95
2002	FORD	EXPLORER	\$89.95	\$69.95
2002	FORD	E350	\$109.95	\$69.95
2003	FORD	F150	\$89.95	\$69.95
2003	FORD	F350-FORD	\$109.95	\$69.95
2003	FORD	E450	\$109.95	\$69.95
2003	FORD	EXPEDITION	\$89.95	\$69.95
2003	FORD	CROWN VICTORIA	\$89.95	\$69.95
2004	FORD	F150	\$89.95	\$69.95
2004	FORD	EXPEDITION	\$89.95	\$69.95
2004	FORD	F250	\$109.95	\$69.95

2005	FORD	F150	\$89.95	\$69.95
2005	FORD	CROWN VICTORIA	\$89.95	\$69.95
2005	FORD	F550	\$109.95	\$69.95
2006	FORD	F350-FORD	\$109.95	\$69.95
2006	FORD	F250	\$109.95	\$69.95
2006	FORD	F150	\$89.95	\$69.95
2006	FORD	E-250	\$109.95	\$69.95
2006	FORD	E-150	\$89.95	\$69.95
2006	FORD	EXPEDITION	\$89.95	\$69.95
2006	FORD	CROWN VICTORIA	\$89.95	\$69.95
2007	FORD	F250	\$109.95	\$69.95
2007	FORD	F150	\$89.95	\$69.95
2007	FORD	CROWN VICTORIA	\$89.95	\$69.95
2007	FORD	E350	\$109.95	\$69.95
2008	FORD	ESCAPE	\$89.95	\$69.95
2008	FORD	F350-FORD	\$89.95	\$69.95
2008	FORD	F150	\$89.95	\$69.95
2008	FORD	E350	\$109.95	\$69.95
2008	FORD	CROWN VICTORIA	\$89.95	\$69.95
2009	FORD	F350-FORD	\$109.95	\$69.95
2009	FORD	E-350	\$109.95	\$69.95
2010	FORD	F-150	\$89.95	\$69.95
2010	FORD	EXPEDITION	\$89.95	\$69.95
2011	FORD	ESCAPE XLT	\$89.95	\$69.95
2011	FORD	F150	\$89.95	\$69.95
2011	FORD	E350	\$109.95	\$69.95
2012	FORD	F350-FORD	\$109.95	\$69.95
2012	FORD	ESCAPE	\$89.95	\$69.95
2013	FORD	F-150	\$89.95	\$69.95
2013	FORD	F-250	\$109.95	\$69.95
2013	FORD	ECONOLINE	\$89.95	\$69.95
2014	FORD	F-150	\$89.95	\$69.95
2014	FORD	E-350	\$109.95	\$69.95
2014	FORD	F-350	\$109.95	\$69.95
2014	FORD	FUSION	\$89.95	\$69.95
2014	FORD	F-150	\$89.95	\$69.95
2015	FORD	EXPLORER	\$89.95	\$69.95
2015	FORD	F-250	\$109.95	\$69.95
2015	FORD	FUSION	\$89.95	\$69.95
2016	FORD	EXPLORER	\$89.95	\$69.95

2016	FORD	F-250	\$109.95	\$69.95
2016	FORD	EXPLORER	\$89.95	\$69.95
2016	FORD	F-550	\$109.95	\$69.95
2016	FORD	F-150	\$89.95	\$69.95
2016	FORD	F-250	\$109.95	\$69.95
2016	FORD	TRANSIT CONNECT	\$89.95	\$69.95
2016	FORD	F-150	\$89.95	\$69.95
2016	FORD	EXPLORER	\$89.95	\$69.95
2017	FORD	F-350	\$109.95	\$69.95
2017	FORD	EXPLORER	\$89.95	\$69.95
2017	FORD	F-150	\$89.95	\$69.95
2017	FORD	F250	\$109.95	\$69.95
2017	FORD	F-450	109.95	\$69.95
2018	FORD	EXPLORER	\$89.95	\$69.95
2018	FORD	F 150	\$89.95	\$69.95
2018	FORD	F 250	\$109.95	\$69.95
2018	FORD	SUPER DUTY	\$109.95	\$69.95
2018	FORD	SUPER DUTY F350	\$109.95	\$69.95
2019	FORD	EXPLORER	\$89.95	\$69.95
2019	FORD	EXPLORER WAGON	\$89.95	\$69.95
2019	FORD	F-350	\$109.95	\$69.95
2019	FORD	TRANSIT CONNECT	\$89.95	\$69.95
2019	FORD	TRANSIT T-2 VAN	\$109.95	\$69.95
2011	HONDA	CIVIC LX	\$89.95	\$69.95
2012	HONDA	CIVIC LX	\$89.95	\$69.95
2015	HYUNDAI	ELANTRA	\$89.95	\$69.95
2013	JEEP	PATRIOT	\$89.95	\$69.95
2015	JEEP	PATRIOT	\$89.95	\$69.95
2015	RAM	R-1500	\$89.95	\$69.95
2017	RAM	1500	\$89.95	\$69.95

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE STATE OF ALABAMA**  
**AND THE**  
**SHELBY COUNTY COMMISSION**

**PART ONE (1): INTRODUCTION**

This Memorandum of Agreement is made and entered into by and between the Alabama Department of Transportation (ALDOT), hereinafter referred to as the STATE; and the Shelby County Commission, Alabama, hereinafter referred to as the COUNTY.

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the allocation of Rebuild Alabama Act Funds in the amount of \$400,000 to the COUNTY in exchange for the annual \$533,000 federal allocation, in accordance with the provisions of Act 2019-2 (Rebuild Alabama Act). Hereforth, the \$400,000 annual allocation specified in the Rebuild Alabama act shall be known as Federal Aid Exchange Funds (FAEF),

**WHEREAS**, the parties agree it is in the mutual interest of STATE and the COUNTY,

**NOW, THEREFORE**, the STATE and the COUNTY for, and in consideration of the premises stated herein, do hereby mutually promise and agree as follows:

- A. The COUNTY may petition the STATE in writing to request an exchange of any total current balance of unauthorized federal allocation equaling \$300,000 or less for State Public Road and Bridge funds, thus reducing the federal allocation to a balance of \$0. The exchange rate shall be State Public Road and Bridge funds in an amount not to exceed 75% of the total current federal allocation balance.
- B. As stated in Act 2019-2 (Rebuild Alabama Act) under paragraph b of subdivision (1) of subsection (c) of Section 7, "ALDOT will allocate \$400,000 to each county in exchange for the annual federal allocation of \$533,000 which was being distributed to each county on the effective date of this act. Nothing in this act shall prohibit ALDOT from utilizing these exchanged federal funds at its discretion and in a manner consistent with Federal Highway Administration (FHWA) procedures".
- C. After execution of this Memorandum of Agreement, any previously authorized federal projects using the COUNTY's federal allocation that have an underrun in costs which results in the balance of the COUNTY's federal allocation to be greater than \$0 and less than \$300,000 shall receive an exchange for State Public Road and Bridge funds at a rate not to exceed 75% of the total current federal allocation balance following the end of each fiscal year. Any previously authorized federal projects using the COUNTY's federal allocation that have an overrun in costs which causes the balance of the COUNTY's federal allocation to be less than \$0 shall have the amount of the overage, along with the matching funds associated with that federal allocation, deducted from the \$400,000 annual FAEF allocation for the following fiscal year at the end of each fiscal year.
- D. The County shall be responsible for any and all reporting provisions contained within Act 2019-2 (Rebuild Alabama Act) pertaining to the use of FAEF.
- E. Modification, amendment, or termination of this Agreement as necessary shall be accomplished by the parties in the same manner as the original Agreement.

- F. Any disputes between the parties, senior officials of STATE and COUNTY who have the authority to bind their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of the STATE'S to the use of alternative methods to attempt to resolve a dispute is not a waiver of the STATE's right to assert sovereign immunity.
- G. The COUNTY shall be responsible at all times for all of the work performed utilizing the funds specified under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- H. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- I. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- J. By signing this Agreement, 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.
- K. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- L. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- M. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- N. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- O. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

**IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below**

**ATTEST:**

**Shelby County, Alabama**

**By:** \_\_\_\_\_  
**As Chairman (Signature)**

\_\_\_\_\_  
**Date**

**(AFFIX SEAL)**

**This agreement has been legally reviewed and approved as to form and content.**

**By:** \_\_\_\_\_  
**William F. Patty,**  
**Chief Counsel**

\_\_\_\_\_  
**Date**

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
**D.E. (Ed) Phillips, P.E.**  
**State Local Transportation Engineer**

\_\_\_\_\_  
**Date**

**STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
**John R. Cooper, Transportation Director**

\_\_\_\_\_  
**Date**

**EXHIBIT A**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

**Policy.** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

**EXHIBIT E**

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
  
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  
  2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
  
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

## EXHIBIT H

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**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H  
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The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

**COUNTYS' CERTIFICATIONS**

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.