SHELBY COUNTY, ALABAMA
CONTRACT FOR SERVICES

WITNESS THIS AGREEMENT, entered into as of this _____ day of _____ 20__, by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____ (hereinafter called the CONTRACTOR).

WHEREAS, the COUNTY is currently engaged in the following described PROJECT and desires to contract with the CONTRACTOR to render services as are hereinafter described in connection with the PROJECT as requested by COUNTY, which said PROJECT is described as follows:

PROJECT description: [INSERT]; and

WHEREAS, COUNTY has issued an INVITATION TO BID, which is adopted and incorporated as if set forth herein, seeking a solicitation to provide services related to the PROJECT; and

WHEREAS, CONTRACTOR has submitted a bid seeking to provide services to support the PROJECT; and

NOW, THEREFORE, in consideration of the above premises and in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant, and contract as follows:

Section 1. Employment of CONTRACTOR

The COUNTY agrees to and does hereby engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the services hereinafter described for the COUNTY, in a competent and professional manner consistent with the highest standards normally accepted within the industry and within CONTRACTOR'S professional field of expertise.

Section 2. Scope of Services

The CONTRACTOR shall provide professional and technical assistance to the COUNTY to include, but not necessarily be limited to, the services and activities described in the INVITATION TO BID.

Section 3. Time of Performance

Services to be provided by the CONTRACTOR shall commence upon execution of this contract and will continue for a period of (1) year, which may be renewed in writing annually at the COUNTY's sole option for up to three (3) years.

Section 4. General Performance Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the professional expertise and personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of

such personnel as may be required to perform such services. The CONTRACTOR further warrants that all personnel providing services under this contract shall maintain all applicable licenses or certifications, as applicable.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement at no expense to the COUNTY.

(c) *Subcontracts*. None of the work or services covered by this contract shall not be subcontracted without the prior written approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(e) *Confidentiality.* CONTRACTOR agrees to maintain COUNTY'S confidential data, including personal identifying data, to which CONTRACTOR gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. CONTRACTOR expressly recognizes, acknowledges, and agrees to comply with the requirements of the Alabama Data Breach Notification Act of 2018, including but not limited to the Act's requirements for a covered entity to conduct an assessment of its data security, to establish reasonable security measures to protect "Sensitively Personally Identifying Information" ("SPII") from being breached and to take reasonable steps when disposing of SPII to mitigate against a breach. Further, CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY in the event of a breach caused by CONTRACTOR.

(f) *Ownership of Documents*. CONTRACTOR acknowledges that any data provided by the COUNTY is owned by COUNTY. COUNTY owns all right, title, and interest in COUNTY data. COUNTY hereby grants to CONTRACTOR, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, or transmit COUNTY data solely for purposes of fulfilling the CONTRACTOR'S obligations hereunder. CONTRACTOR shall not use the COUNTY data except as necessary to perform its obligations hereunder. Upon termination of this Agreement or the COUNTY'S use of any aspect of the PROJECT, CONTRACOTR shall promptly provide the COUNTY with a final export of the applicable COUNTY data within 30 days in a format of the COUNTY'S choice. The Parties agree to work in good faith to execute the foregoing in a timely and efficient manner. Under no circumstances may the CONTRACTOR sell any COUNTY data including, but not limited to, information relating to customers of the COUNTY.

(g) *Cardholder data (as applicable).* As applicable CONTRACTOR acknowledges and agrees that it is responsible for the security of all COUNTY'S cardholder data in CONTRACTOR'S possession. CONTRACTOR represents and warrants that for the life of the Agreement and/or while CONTRACTOR has involvement with COUNTY'S cardholder data, the software and services used for processing transactions shall be compliant with current standards established by the Payment Card Industry Security Standards Council (PCI). COUNTY has been PCI compliant for over a decade and desires to maintain this compliance.

(h) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: _____
_____
_____
_____

_____

(2) CONTRACTOR: _____
_____
_____
_____
_____

Section 5. Compensation and Method of Payment

For services rendered under this Agreement the COUNTY agrees to pay the CONTRACTOR for all COUNTY approved costs, direct and indirect, attributable to the services rendered as described in Section 2 of this Agreement, shall be in accordance with the bid form submitted by CONTRACTOR on the _____ day of _____, 20____. Such payment shall be due monthly and upon program completion upon presentation of written statements certifying such amounts are due and payable.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work completed on such documents or materials to the satisfaction of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the* COUNTY. The COUNTY may terminate this contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the COUNTY, become its property.

If the Contract is terminated by the COUNTY as provided in this subsection, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONTRACTOR shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this contract incurred by the CONTRACTOR during the contract period which is directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the CONTRACTOR, the above clause relative to termination shall apply.

(c) *Assignability.* The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Agreement shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors, and administrators.

(d) *Compliance with Local Laws.* The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with the following:

1. As required by Ala. Code § 31-13-9, by signing this contract, grant, or other 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.
2. Consistent with Ala. Code § 41-16-5, contractor by represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
3. Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.

(e) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY for examination all of its records with respect to matters covered by this contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the COUNTY.

(f) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(g) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that, in the performance of this contract, no person having any such interest shall be employed.

Section 7. Liability, Insurance, and Indemnification

CONTRACTOR shall indemnify and save the COUTNY, and its officers, employees, and agents, safe and harmless from any claims made by any person, firm, or corporation against the COUNTY or its agents, officers, and employees, for claims arising directly or indirectly out of any activity or pursuit of CONTRACTOR relating to this contract, including injury to persons or property, which said obligation of indemnity shall include the payment by CONTRACTOR to COUNTY of any attorneys' fees, costs of defense, and judgments rendered, if any, in favor of such person, firm, or corporation.

CONTRACTOR shall carry and maintain insurance sufficient to cover any harm caused by CONTRACTOR in performance of its duties hereunder. Such insurance must include, at a minimum, general liability and errors and omissions, workers compensation, and automobile insurance. All insurance coverages must conform with state law, as applicable.

Section 8. Independent Contractor Relationship

In the performance of the work, duties, and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing the COUNTY with services as a CONTRACTOR. Amounts paid to the CONTRACTOR by the COUNTY as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the COUNTY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 9. Tax Responsibilities of Contractor

CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 10. Non-Exclusive Contract

The CONTRACTOR shall devote his time, attention, and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the COUNTY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Agreement.

Section 11. Severance and Conflict of Laws Provision

The terms and conditions of this contract shall be construed in accordance with the laws of the State of Alabama. In the event that any court of competent jurisdiction declares any portion of this contract to be invalid, that clause shall be stricken from this contract and all other terms and conditions shall remain in full force and effect.

Section 12. Entire Agreement

This contract, as well as any attachments adopted herein represent the entire agreement of both parties and shall supersede any previous agreement, whether oral or written. Any substantive edits, changes, or amendments must be in writing and signed by both parties to be valid. To the extent any provisions of this Agreement and any attachments hereto, the Agreement shall prevail.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

SHELBY COUNTY

By:_____
Chad Scroggins
County Manager

ATTEST:

_____

_____

By:_____

_____
CONTRACTOR's Representative

ATTEST:

_____