



CITY COUNCIL WORK SESSION AGENDA

Pelham Police & Court Building

October 17, 2022 – 4:00 p.m.

**BY GENERAL CONSENT OF THE COUNCIL, AGENDA ITEMS
MAY BE ADDED, REMOVED OR CONSIDERED OUT OF ORDER**

Proper notice of the regular work session of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

- A. Call to Order
- B. Record of Attendance
- C. Approval of the October 3, 2022 Regular Work Session Minutes
- D. City of Pelham – Municipal Board Interviews
- E. Request(s) to Address the City Council – None
- F. Old Business – None
- G. New Business – None
- H. Review of the October 17, 2022 City Council Agenda
- I. Adjournment

THE COUNCIL WORK SESSION IS OPEN TO THE PUBLIC BUT IS NOT A PUBLIC HEARING



CITY COUNCIL WORK SESSION MINUTES

Pelham Police & Court Building
October 3, 2022 – 5:00 p.m.

Proper notice of the regularly scheduled work session of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

Members of the Pelham City Council met on Monday, October 3, 2022, at 5:00 p.m. The regular work session was held in the Pelham Police & Court Building and was open to the public.

Call to Order

The work session was called to order by Council President Mercer at 5:00 p.m.

Record of Attendance

The following elected officials were present:

Council President Maurice Mercer
Councilmember David Coram
Councilmember Larry Palmer
Councilmember Rick Wash
Councilmember Mildred Lanier
Mayor Gary Waters

The city clerk/treasurer recorded the attendance of all elected officials and announced a quorum was present. City Manager Gretchen DiFante and City Attorney Josh Arnold were present.

Media Present: None

Others Present: City department heads, city employees, and members of the public.

Approval of Minutes

A motion was made by Councilmember Coram to approve the September 19, 2022 Regular Work Session Minutes.

The motion was seconded by Councilmember Lanier.

There being no further discussion the motion passed unanimously by voice vote of those members present.

Executive Session

Council President Mercer stated for the record the purpose of the Executive Session is to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated if the governmental body pursues a proposed course of action under Section 36-25A-7(3)(a), Code of Alabama 1975, as amended.

City Attorney Josh Arnold stated the purpose of tonight's Executive Session is appropriate under Section 36-25A-7(3) (a) Code of Alabama 1975, as amended.

A motion was made by Councilmember Wash to enter into an Executive Session of the city council for the stated purpose. Said motion was seconded by Councilmember Coram. Council President Mercer asked the city clerk/treasurer for a roll call vote. The vote to adopt said motion was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Yes</u>
Larry Palmer, Council Member	<u>Yes</u>
Rick Wash, Council Member	<u>Yes</u>
Mildred Lanier, Council Member	<u>Yes</u>

Council President Mercer asked the members of the city council, Mayor Waters, City Manager Gretchen DiFante, City Attorney Josh Arnold, Director of Development Services & Public Works Andre' Bittas, and City Clerk/Treasurer Tom Seale to attend the Executive Session.

Council President Mercer stated he expected the city council to return from the Executive Session in approximately 30 minutes. He said at that time the work session would be called back to order. The city council went into Executive Session at 5:02 p.m.

Councilmember Coram moved to adjourn the Executive Session. Said motion was seconded by Councilmember Wash. The motion passed unanimously by voice vote of those members present and the Executive Session was adjourned at 5: 48 p.m.

Council President Mercer called the council work session back to order at 5:52 p.m.

Request to Address the City Council – None

Introduction of New Employees

Jordan Enlow	Police Department	Police Officer
Michael Schuelly	Police Department	Police Officer
Jakob Blankenship	Police Department	Police Officer
Elizabeth Minter	Police Department	Police Officer
Rhett Hilyer	Building	Building Inspector
Owen Watkins	Planning and Zoning	Zoning Inspector

Recognition of Retiree

Police Chief Pat Cheatwood recognized Det. Mike Bellanca on his retirement after 27 years of service, 15 years with the City of Pelham.

Old Business – None

New Business

1. Discussion – State of Alabama Tax Abatement Application submitted by Vulcan Threaded Products, Inc.

Director of Economic Development Michael Simon reviewed a State of Alabama Tax Abatement Application submitted by Vulcan Threaded Products, Inc. He stated Vulcan Threaded Products, Inc. (Vulcan) has approximately 285 employees and has been a member of the Pelham business community for many years. Mr. Simon introduced the Vulcan management team. Alan Logan gave a brief history of the company. Other members of the Vulcan team explained their processing methods and expansion plans. They stated the cost of their proposed expansion is between \$8-10 million.

2. Discussion – Cybersecurity, IT Support, Networking and Cloud Services

City Manager Gretchen DiFante introduced Brian Walker and Ricky Odom with Thrive Operations, LLC. (Thrive), formerly InCare Technologies, Inc. Mr. Walker provided a brief history of their relationship with the City of Pelham and the decision of sell to Thrive. City Manager DiFante asked the city council to review the proposed contract agreement with Thrive regarding cybersecurity, IT support, networking and cloud services. She asked the city council if they have any questions to contact her.

3. Update – Amending the Residential Garbage Contract

City Manager Gretchen DiFante stated the Cahaba Solid Waste Disposal Authority (Authority) recently convened a meeting to discuss Amwaste's proposed contract modification to include a fuel surcharge provision. She noted Amwaste's operational costs increased 45% over a six-month period. She explained in detail the calculations involved in determining the fuel surcharge cost agreed upon by the Authority, retroactive to August 1, 2022. City Manager DiFante stated she voted against the fuel surcharge fee for the sole reason it was retroactive. She recommended the city pay the cost of the new fuel surcharge from August 1, 2022 through December 31, 2022. She stated the residents would not see an increase in their garbage fee until January 2023. The city council asked questions regarding the proposed fuel surcharge fee and asked for consideration of those residents who might find it difficult paying the increased garbage fees.

Review of October 3, 2022 Council Agenda

Council President Mercer reviewed the October 3, 2022 city council agenda.

E. Consent Agenda

A consent agenda is presented by the presiding officer at the beginning of a council meeting. Items presented on the consent agenda are considered routine and/or non-controversial and are

organized apart from the rest of the agenda and are adopted by general consent and vote by the city council without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be taken up either immediately after the consent agenda is approved or placed later on the agenda at the discretion of the presiding officer and City Council.

1. Approval of the October 3, 2022 City Council Agenda
2. Approval of the September 19, 2022 Regular Council Meeting Minutes
3. Approval of non-budgeted expenses from restricted fund accounts: None
4. Resolution 2022-09-19-01 for consideration to approve an agreement between the City of Pelham and Bham Hockey Club, LLC

Steve St. John, Executive Facility Director, Pelham Civic Complex & Ice Arena, introduced members of the Birmingham Bulls ownership group and the representative from VenuWorks. He stated the city council has on tonight's agenda consideration of a five-year lease agreement between the city and the Birmingham Bulls. City Manager DiFante complimented the group on the proposed agreement.

5. Resolution 2022-10-03-01 for consideration to adopt the City of Pelham Highway 31 Corridor Redevelopment Plan Update 2022

Director of Economic Development Michael Simon stated the resolution is an update to the current Highway 31 Corridor Redevelopment Plan.

6. Resolution 2022-10-03-02 for consideration of an ABC license application(s) for a 160 – Special Retail – More than 30 Days, for applicant Shugah's LLC operating under the trade name Shugah's LLC located at 3187 Lee Street, Pelham, Alabama 35124

Councilmember Coram made a motion to remove Resolution 2022-10-03-02 from the October 3, 2022 city council agenda. Said motion was seconded by Councilmember Lanier. There being no further discussion the motion passed unanimously by voice vote of those members present and Resolution 2022-10-03-02 was removed from the agenda.

7. Resolution 2022-10-03-03 for consideration to participate in the 2023 Severe Weather Preparedness Tax Holiday – February 24-26, 2023

There were no questions or comments from the city council.

8. Resolution 2022-10-03-04 for consideration to approve a lease agreement of five annual payments for (1) range picker, (2) beverage carts and (3) utility carts at Ballantrae Golf Club

Ballantrae Golf Club General Manager Hal Brown explained the lease agreements cover turf and maintenance equipment and the golf cart fleet. Mr. Brown noted the new golf fleet will be equipped with lithium batteries.

City Manager DiFante and General Manager Brown noted Ballantrae Golf Club set a record for rounds of golf played in a single year in FY2022. The new record is 41,451, breaking the previous record set in 2012 total.

9. Resolution 2022-10-03-05 for consideration to approve a lease agreement of five annual payments for (70) electric golf carts at Ballantrae Golf Club

There were no questions or comments from the city council.

10. Resolution 2022-10-03-06 for consideration to approve a lease agreement of three annual payments for turf equipment: (1) sprayer, (2) topdresser and (1) gas utility cart at Ballantrae Golf Club

There were no questions or comments from the city council.

11. Resolution 2022-10-03-07 for consideration to accept the design plans for the Highway 261 widening project

Development Services & Public Works Andre' Bittas stated excellent progress is being made in the Highway 261 widening project.

12. Resolution 2022-10-03-08 for consideration to enter into an agreement with Alabama Department of Transportation (ALDOT) to accept maintenance of traffic control signals as part of the Highway 261 widening project within the city limits of Pelham

Development Services & Public Works Andre' Bittas stated excellent progress is being made in the Highway 261 widening project.

13. Resolution 2022-10-03-09 for consideration to approve the first amendment to the solid waste collection and disposal contract with the Cahaba Solid Waste Disposal Authority concerning fuel surcharges

There were no questions or comments from the city council.

14. Resolution 2022-10-03-10 for consideration of an ABC License application(s) for a 020 – Restaurant Retail Liquor license for applicant Oak Mountain Brewing Company, LLC operating under the trade name Oak Mountain Brewing Company located at 110 Cahaba Valley Road, Pelham, AL 35124

Councilmember Coram stated the ABC application is to correct an administrative error. Brad McGiboney, attorney for the applicant, stated a restaurant liquor license was not included in the original application thus requiring additional city council approval.

F. Public Hearing(s) – None

G. Mayor's Comments

H. Proclamation(s) by the Mayor and Others

1. Proclaiming October 2022 as Down Syndrome Awareness Month in the City of Pelham, Alabama

2. Proclaiming the week of October 9-16, 2022 as Fire Prevention Week in the City of Pelham, Alabama

I. Report of the City Manager – None

J. Report of the City Attorney – None

K. Request(s) to Address the Council – None

L. Old Business / Resolutions / Ordinances / Orders and Other Business – None

M. New Business / Resolutions / Ordinances / Orders and Other Business

1. **Ordinance 288-15** for consideration to adjust the municipal business license issuance fees
(FIRST READING)

There were no questions or comments from the city council.

(End of October 3, 2022 Agenda Review)

Adjournment

A motion to adjourn the work session was made by Councilmember Coram and seconded by Councilmember Lanier. The motion passed unanimously by voice vote of those members present, and the work session was adjourned at 7:12 p.m.

Respectfully submitted this 3rd day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



CITY COUNCIL MEETING AGENDA

Pelham Police & Court Building

October 17, 2022 – 7:00 p.m.

BY GENERAL CONSENT OF THE COUNCIL, AGENDA ITEMS MAY BE ADDED, REMOVED OR CONSIDERED OUT OF ORDER

Proper notice of the regular scheduled meeting of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Record of Attendance
- E. Consent Agenda

A consent agenda is presented by the presiding officer at the beginning of a council meeting. Items presented on the consent agenda are considered routine and/or non-controversial and are organized apart from the rest of the agenda and are adopted by general consent and vote by the city council without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be taken up either immediately after the consent agenda is approved or placed later on the agenda at the discretion of the presiding officer and City Council.

- 1. Approval of the October 17, 2022 City Council Agenda
- 2. Approval of the October 3, 2022 Regular Council Meeting Minutes
- 3. Approval of non-budgeted expenses from restricted fund accounts: None
- 4. **Resolution 2022-10-03-02** for consideration of an ABC license application(s) for a 160 – Special Retail – More than 30 Days, for applicant Shugah's LLC operating under the trade name Shugah's LLC located at 3187 Lee Street, Pelham, Alabama 35124
- 5. **Resolution 2022-10-17-01** for consideration to approve a tax abatement agreement for Vulcan Threaded Products, Inc.
- 6. **Resolution 2022-10-17-02** for consideration to approve a three-year consulting agreement with Cobbs, Allen & Hall, Inc. to provide liability insurance brokerage services for the City of Pelham

7. **Resolution 2022-10-17-03** for consideration to approve a monthly residential garbage and recycling rate adjustment
 8. **Resolution 2022-10-17-04** for consideration to approve the lone responsible and responsive bid for the 2022 City Park Lighting Improvements Project authorized in the FY2023 budget
 9. **Resolution 2022-10-17-05** for consideration to approve the lowest responsible and responsive bid for the Cahaba Valley Creek Debris Removal Project authorized in the FY2023 budget
 10. **Resolution 2022-10-17-06** for consideration to authorize a professional services agreement for additional surveying and engineering services for modifications to the existing design plans for Amphitheater Road to match the current "as built" alignment at the intersection of State Park Road and Amphitheater Road
 11. **Resolution 2022-10-17-07** for consideration to approve entering into a master services agreement with Thrive Operations, LLC for cybersecurity, IT support, networking and cloud services
 12. **Resolution 2022-10-17-08** for consideration for the City of Pelham to guarantee the Commercial Development Authority's Line of Credit with Central State Bank
 13. **Ordinance No. 288-15** for consideration to adjust the municipal business license issuance fees (First Reading was on October 3, 2022)
- F. Public Hearing(s) – None
- G. Mayor's Report/Comments
- H. Proclamation(s) and Resolution(s) by the Mayor and Others – None
- I. Report of the City Manager – None
- J. Report of the City Attorney – None
- K. Request(s) to Address the Council – None
- L. Old Business / Resolutions / Ordinances / Orders and Other Business – None
- M. New Business / Resolutions / Ordinances / Orders and Other Business – None
- N. Public Comments

Public comments are limited to three (3) minutes per speaker. Individuals wishing to address the City Council may after being recognized approach the podium and state their name and physical address prior to making their comments in a respectful manner.

O. City Council Comments

P. Public Announcements

1. The Pelham Library and Pelham Parks and Recreation are partnering to present Fall Fun in City Park on Sunday, October 30th from 2:30 p.m. until 4:00 p.m. at Pelham City Park. We will be offering a fall festival complete with bounce houses, carnival games, costume parade and activities for the children followed by Music in the Park at 4:30 p.m.
2. City offices will be closed Friday, November 11th in observance of Veterans Day.

Q. Adjournment

THE COUNCIL MEETING IS OPEN TO THE PUBLIC BUT IS NOT A PUBLIC HEARING



CITY COUNCIL MEETING MINUTES

Pelham Police & Court Building

October 3, 2022 – 7:00 p.m.

Proper notice of the regularly scheduled meeting of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

Date: October 3, 2022
Time: 7:00 p.m.
Place: Pelham Police & Court Building
Present: Council President Maurice Mercer
Councilmember David Coram
Councilmember Larry Palmer
Councilmember Rick Wash
Councilmember Mildred Lanier
Mayor Gary Waters

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Council President Mercer called the meeting to order at 7:22 p.m. Councilmember Lanier led the invocation. The Pledge of Allegiance was led by Councilmember Palmer.

RECORD OF ATTENDANCE

The city clerk/treasurer recorded the attendance of the elected officials and announced a quorum was present.

City Manager Gretchen DiFante and City Attorney Josh Arnold were present.

CONSENT AGENDA

A consent agenda is presented by the presiding officer at the beginning of a council meeting. Items presented on the consent agenda are considered routine and/or non-controversial, are organized apart from the rest of the agenda and are adopted by general consent and vote by the city council without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be considered either immediately after the consent agenda is approved or placed later on the agenda at the discretion of the presiding officer and City Council.

1. Approval of the October 3, 2022 City Council Agenda
2. Approval of the September 19, 2022 Regular City Council Meeting Minutes
3. Approval of non-budgeted expenses from restricted fund account(s): None
4. **Resolution 2022-09-19-01** for consideration to approve a contract between the City of Pelham and Bham Hockey Club, LLC
5. **Resolution 2022-10-03-01** for consideration to adopt the City of Pelham Highway 31 Corridor Redevelopment Plan Update 2022
6. **Resolution 2022-10-03-02** for consideration of an ABC license application(s) for a 160 – Special Retail – More than 30 Days, for applicant Shugah's LLC operating under the trade name Shugah's LLC located at 3187 Lee Street, Pelham, Alabama 35124

Resolution 2022-10-03-02 was removed from the October 3, 2022 agenda by city council action.

- 7. **Resolution 2022-10-03-03** for consideration to participate in the 2023 Severe Weather Preparedness Tax Holiday – February 24-26, 2023
- 8. **Resolution 2022-10-03-04** for consideration to approve a lease agreement of five annual payments for (1) range picker, (2) beverage carts and (3) utility carts at Ballantrae Golf Club
- 9. **Resolution 2022-10-03-05** for consideration to approve a lease agreement of five annual payments for (70) electric golf carts at Ballantrae Golf Club
- 10. **Resolution 2022-10-03-06** for consideration to approve a lease agreement of three annual payments for turf equipment: (1) sprayer, (2) topdresser and (1) gas utility cart at Ballantrae Golf Club
- 11. **Resolution 2022-10-03-07** for consideration to accept the design plans for the Highway 261 widening project
- 12. **Resolution 2022-10-03-08** for consideration to enter into an agreement with Alabama Department of Transportation (ALDOT) to accept maintenance of traffic control signals as part of the Highway 261 widening project within the city limits of Pelham
- 13. **Resolution 2022-10-03-09** for consideration to approve the first amendment to the solid waste collection and disposal contract with the Cahaba Solid Waste Disposal Authority concerning fuel surcharges
- 14. **Resolution 2022-10-03-10** for consideration of an ABC License application(s) for a 020 – Restaurant Retail Liquor license for applicant Oak Mountain Brewing Company, LLC operating under the trade name Oak Mountain Brewing Company located at 110 Cahaba Valley Road, Pelham, AL 35124

Council President Mercer stated the complete text of the agenda, minutes, ordinance(s) and each resolution are available at Pelham City Hall and online at www.pelhamalabama.gov.

Councilmember Wash moved to adopt the Consent Agenda as presented by Council President Mercer. Councilmember Coram seconded the motion.

Council President Mercer asked the city clerk/treasurer for a roll call vote. The vote to adopt said Consent Agenda was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Yes</u>
Larry Palmer, Council Member	<u>Yes</u>
Rick Wash, Council Member	<u>Yes</u>
Mildred Lanier, Council Member	<u>Yes</u>

The motion to adopt the Consent Agenda passed unanimously by roll call vote of those members present and the council president declared the same passed and adopted.

PUBLIC HEARING(S) – None

MAYOR'S REPORT/COMMENTS

PROCLAMATION(S) AND RESOLUTION(S) BY THE MAYOR AND OTHERS

Mayor Waters proclaimed October 2022 as Down Syndrome Awareness Month in the City of Pelham. Beth and Kathy Olive were present and accepted the Proclamation from Mayor Waters.

Mayor Waters proclaimed the week of October 9-16, 2022 as Fire Prevention Week in the City of Pelham, Alabama. Fire Chief Mike Reid and Fire Marshal Wes Greene were present and accepted the Proclamation from Mayor Waters.

REPORT OF THE CITY MANAGER

City Manager Gretchen DiFante made the following comments.

- Stated the bid for the U.S. Department of Agriculture Natural Resources Conservation Service's grant for debris removal in Buck Creek will be opened Friday.
- Provided an update on the radio read water meter replacement project. She said 8,418 radio read water meters have been installed with 2,711 remaining to complete the project.
- The first round of interviews for the position of Information Technology (IT) Director were completed last week.
- The Railroad Crossing Elimination Grant Program (RCEGP) through the U.S. Department of Transportation Federal Railroad Administration application deadline has been extended to October 11th. She stated the city's application will be submitted on Friday, October 7.
- Stated the RCEGP match commitments are almost complete.
- The Employee Engagement Survey is underway, using the Police Department as a test department.
- The Job Fair on September 27th was a fantastic success. She said 120 attendees were present, many having on the spot interviews. She thanked everyone involved with the planning of the event.

REPORT OF THE CITY ATTORNEY – None

REQUEST(S) TO ADDRESS THE COUNCIL – None

OLD BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS – None

NEW BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS

1. **Ordinance 288-15** for consideration to adjust the municipal business license issuance fees was introduced and read in its entirety by Council President Mercer as a First Reading.

Finance Director Jamie Wagner explained the business license issuance fee covers the cost of postage, envelopes and licenses. She stated as a part of the 2007 statewide comprehensive update of the business license statutes, the Alabama Department of Revenue (ALDOR) is responsible for establishing and publishing adjustments to the municipal business license issuance fees every five years. Mrs. Wagner stated ALDOR has authorized an increase of the issuance fee from \$12 to \$14, subject to approval by each municipality, effective January 1, 2023.

He stated a complete text of Ordinance No. 288-15 is available at Pelham City Hall and online at www.pelhamalabama.gov.

Council President Mercer announced this Ordinance will likely be considered by the city council at a future city council meeting.

PUBLIC COMMENTS

Public comments are limited to three (3) minutes per speaker. Individuals wishing to address the City Council may after being recognized approach the podium and state their name and physical address prior to making their comments in a respectful manner.

There were no public comments.

COUNCIL COMMENTS

Councilmember Coram noted the tremendous success on the city's first job fair which was held on September 27, 2022. He thanked everyone involved with the planning of the event. He asked everyone to keep the Hurricane Ian victims in Florida, the Carolinas and Puerto Rico in their thoughts and prayers.

He reminded everyone to sign up for Pelham youth sports at City Park. Registration ends October 10th.

Councilmember Wash encouraged everyone to attend National Night Out on Tuesday, October 4 at City Park. He said this is a great opportunity to meet our first responders.

Councilmember Lanier thanked everyone involved with the planning of the job fair, including Ainsley Allison, Gina, Womack, Paula Holly and Tracy Hill.

Council President Mercer echoed the thoughts of Councilmember Coram and Councilmember Lanier regarding the job fair. He said it was good to meet our new city employees and say goodbye and best wishes to our retiree.

PUBLIC ANNOUNCEMENTS

1. The Pelham Police Department will host National Night Out, tomorrow night, October 4th, from 6:00 p.m. - 8:00 p.m. at Pelham City Park. National Night Out is designed to strengthen partnerships between first responders and the community. Enjoy public safety demonstrations and good conversations with your Pelham Police Officers and Pelham Firefighters.
2. Music in the Park begins this weekend.

ADJOURNMENT

With no other business before the council, Councilmember Coram moved to adjourn the council meeting and Councilmember Lanier seconded the motion. By voice vote, the motion passed unanimously by those members present and the meeting was adjourned at 7:50 p.m.

Respectfully submitted this 3rd of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]

RESOLUTION 2022-10-03-02

Considering the ABC Application for Shugah's LLC Operating Under the Trade Name Shugah's LLC

WHEREAS, the Pelham City Council has considered the ABC Application for a 160-Special Retail License – more than 30 Days for applicant Shugah's LLC operating under the trade name Shugah's LLC located at 3187 Lee Street, Pelham, Alabama 35124.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Pelham City Council hereby _____ the application as submitted.
(approves or denies)

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-10-03-02 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 17th day of October 2022 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: City Manager Gretchen Difante
FROM: Chief Cheatwood 
DATE: 10/04/2022
SUBJECT: ABC License Application for Shugah's

The police department has conducted an investigation of the applicant(s) application for a new ABC license with the following results and recommendation:

The applicant is Shugah's LLC, operating under the trade name Shugah's LLC, located at 3187 Lee Street, Pelham, AL 35124. The applicant is requesting a 160 – Special Retail – More than 30 days license.

A name only records check of the corporate member(s) through ALEA disclosed no criminal record in the state of Alabama.

The Pelham Police Department conducted an in-house name based check which on the corporate member(s) and it was negative.

I conducted a site visit today and met with Mr. and Mrs. Gross. The business is being used to host parties, such as bridal parties, garden parties, and birthday parties. They plan to serve beer and wine during the events that they host.

Contact Person: Judy Gross – Cell Phone 314-703-3098

RESOLUTION 2022-10-17-01

Approving Tax Abatement Agreement for Vulcan Threaded Products, Inc.

WHEREAS, the City of Pelham, Alabama (the “**City**”), has been in discussions with Vulcan Threaded Products, Inc., an Indiana corporation (the “**Company**”) in connection with Company’s intent to construct a “Major Addition to an Existing Facility” in the form of a newly constructed addition to an existing building (the “**Project**”) at the Company’s principal place of business, located at 10 Crosscreek Trail, Pelham, Alabama 35124; and

WHEREAS, the Project is located within the jurisdiction of the City; and

WHEREAS, the Project is expected to enhance the public benefit and welfare of the citizens of the City by, among other things: promoting of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities and creating jobs in the City; increasing the City’s tax base, which will result in additional tax revenues for the City; and preserving and improving the aesthetic quality of commercial development, insuring the economic health of the City; and

WHEREAS, it is anticipated that the Project will result in upskilling and higher wages for certain employees of the Company; and

WHEREAS, in light of the foregoing, and after reviewing the Company’s Application to City for Abatement of Taxes, the City has determined that it is in the City’s best interest to provide certain tax abatements to the Company in connection with the development of the Project, as set forth in the proposed Tax Abatement Agreement attached hereto as Exhibit A (the “**Tax Abatement Agreement**,” which shall become a permanent part of this Resolution).

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council takes the following action:

Section 1. The City finds that the Project constitutes a “Major Addition to an Existing Facility” under the Tax Incentive Reform Act of 1992, as amended (Sections 40-9B-1 *et seq.*, Code of Alabama, 1975) (the “**Act**”). The City approves the Tax Abatement Agreement and all abatements and incentives to be granted therein to the Company.

Section 2. The terms of this resolution (this “**Resolution**”) and the Tax Abatement Agreement shall be deemed a contract with the Company and may not be rescinded or amended by the City without the express, written authority of the Company.

Section 3. The various provisions of this Resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Resolution.

Section 4. A certified copy of this Resolution, with the Application and Tax 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 5. The City is authorized and directed to execute and deliver the Tax Abatement Agreement and to take any and all actions necessary or desirable to accomplish the purpose of this Resolution.

THEREUPON, _____, a councilmember, moved and _____, a councilmember, seconded, the motion that this Resolution 2022-10-17-01 be given vote, and said resolution passed by a majority vote of the Council present, and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of City Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City of Pelham, Alabama, at a regular meeting of such Council held on the 17th day of October, 2022, and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the official Seal of the City of Pelham, Alabama, on this 17th day of October, 2022.

Tom Seale, MMC, City Clerk/Treasurer



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Michael Simon, Economic Development Director
DATE: September 27, 2022
SUBJECT: City Council Consideration of the Alabama Department of Revenue, Tax Abatement Application and Agreement for the Expansion of Vulcan Threaded Products

INTRODUCTION

After a great deal of property research and analysis as to whether relocation of their facility in Pelham was warranted, Vulcan Threaded Products has determined that it is in their best interest to stay and expend their existing facility on Crosscreek Trail. Vulcan's planned expansion project has been determined to meet the criteria necessary to utilize the economic incentives offered under the State of Alabama's Department of Revenue (ALDOR) Tax Abatement Program. This project is estimated to be an \$8,860,000 capital investment created through land acquisition, building expansion and purchase of new equipment. The abatement application, DOC project notification, draft agreement, draft Resolution and ALDOR tax analysis are attached for your review.

Vulcan Steel has been in operation in Pelham since 1978 and employs 300 people. While this project will not generate a net in new jobs, Vulcan has chosen to retain and elevate existing employees through training, increased job responsibilities and pay. 58 INC is seeking the City of Pelham's support of a sales & use tax abatement on materials and equipment along with a 10-year property tax abatement for the expansion and equipment.

Based on the tax abatement analysis spreadsheets provided, the estimated first year amount of non-education ad valorem tax savings to Vulcan Threaded Products will be \$43,522 and run for a consecutive ten (10) year period. The estimated amount of City taxes abated over the ten year period total \$207,865.

In addition to the ad valorem tax savings offered under the ALDOR Tax Abatement Program, applicable sales taxes paid on construction related goods and materials will also be abated. The total estimated amount of savings on all applicable sales tax will be \$367,922, of which \$201,000 would be identified as City sale tax revenue abated.

I am requesting that this item be placed on the next available City Council Work Session agenda for preliminary discussion and following with their approval at their next available regular meeting.

If you have any questions or need additional information, please let me know.

TAX ABATEMENT AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

This Tax Abatement Agreement (this “*Agreement*”) is made as of the ___ day of October 2022 (the “*Effective Date*”), by and between the CITY OF PELHAM, ALABAMA, a municipal corporation of the State of Alabama (the “*City*”), and VULCAN THREADED PRODUCTS, INC., an Indiana corporation (together with its successors and assigns, the “*Company*”).

WHEREAS, the Company’s principal place of business is located at 10 Crosscreek Trail, Pelham, Alabama 35124;

WHEREAS, the Company’s activities fall within North American Industry Classification System (NAICS) code 331221, which meet the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f) of the Act (as defined below);

WHEREAS, the Company has announced plans for a Major Addition to an Existing Facility within the city limits of the City, wherein the Company will improve certain industrial real property located within the city limits of the City, and will purchase and install certain items of equipment and related personal property (collectively, the “*Project*”);

WHEREAS, it is anticipated that the Project will provide for increase in production capacity, enhance employee safety and allow the Company to create one or more new product lines;

WHEREAS, the Project completion date is estimated to be December 31, 2023;

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 City an Abatement of the following:

- (i) all state and local noneducational ad valorem taxes; and
- (ii) all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

WHEREAS, the City has considered the request of the Company and the completed Application to Granting Authority for the Abatement of Taxes (Form CO:CAA) (the “*Application*,” a copy of which is attached hereto as *Exhibit A*) filed with the City by the Company, in connection with its request; and

WHEREAS, the City has found the information contained in the Company’s Application to be sufficient to permit the City 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 requested abatements be granted in accordance with this Agreement;

WHEREAS, at its meeting held on the 17th day of October, 2022, the City Council of Pelham, Alabama, adopted Resolution 2022-10-17-01 approving the Company's application for abatement of;

- (i) all state and local noneducational ad valorem taxes; and
- (ii) all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

WHEREAS, the Project will consist of private use industrial development property, which is composed of (a) the major addition to building shown on the site plan attached as **Exhibit B** hereto designated as "Proposed New Building", (b) related fixtures and personal property to be acquired, constructed, and installed thereon, as described in the Application, and (c) the acquisition of a certain tract of undeveloped land to allow for the relocation of storage and lay down areas to make room for the Project (such tract, the "***Additional Parcel***");

WHEREAS, the private use industrial development property for which the abatement is applied shall be owned by the Company and shall constitute an estimated **\$8,860,000** of capital investment within the City;

WHEREAS, the City does not intend to issue bonds in connection with the private use industrial development property herein described;

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes, it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement, it being acknowledged, however, that the Additional Parcel has already been recently acquired by the Company, but no clearing or other readying for use has been undertaken with respect thereto;

WHEREAS, for the purposes of the abatement of all construction related transaction taxes, it has been determined that no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement, except for the Additional Parcel, as stated just above;

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 this Agreement;

WHEREAS, the City represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the City; and

WHEREAS, it is anticipated that the Project will result in upskilling and higher wages for approximately 16 employees of the Company.

NOW THEREFORE, for and in consideration of the premises and mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the City hereby grants to the Company abatement from liability for the following taxes as permitted by the Act:

- (a) Non-educational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education; and
- (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 *Code of Alabama 1975* on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The City and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated.

- (a) Noneducational ad valorem taxes are expected to initially be approximately **\$43,522 per year** and the maximum period for such abatement shall be valid for a period of 10 years, beginning on the October 1 next occurring after the Project is placed in service (such that there are ten full years of abatement of noneducational ad valorem taxes on the entire Project); provided, however, the Company shall be entitled to have the abatement commence prior to the completion of the Project if a substantial portion thereof is placed in service by an applicable October 1 on which the Company desires that the abatement commence, by providing written notice to the City thereof.
- (b) Construction related transaction taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately **\$367,922**, and such abatement shall not extend beyond the date the Project is placed in service.

3. The Company warrants that all of the estimates and projections herein are made in good faith. The Company hereby makes the following good faith projections:

- (a) Amount to be invested in the Project: **\$8,860,000**;
- (b) Number of individuals to be trained and elevated into positions of greater responsibility and higher pay due to the Project: 16.

4. The Company shall file with the Alabama Department of Revenue within ninety (90) days after the date of the Meeting a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

5. The Company agrees to provide periodic reports to the City on the progress of the Project and specifically that the employees falling with the category described in Section 3(b) above were retained, trained and elevated into positions of greater responsibility and higher pay.

GENERALLY

6. Compliance. If the Company fails to comply with any provision in this Agreement which is not cured within ten (10) days of receipt of written notice from the City specifying such failure, or if any of the material statements contained herein are determined to have been misrepresented whether intentionally, negligently, or otherwise, the City may terminate this Agreement and take such equitable or legal action available to it. If it is determined that certain items, which are identified on the Application, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities, but without affecting other items which are in compliance.

7. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

8. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of:

- (i) All state and local non-educational ad valorem taxes, and
- (ii) all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

9. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the City. In the event that any provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, or is otherwise unenforceable, that provision shall be ineffective to the extent of the violation without invalidating any other provision hereof.

10. Assignment. The Company shall have the right to assign this Agreement to any purchaser of the Project.

This Tax Abatement Agreement is executed as of the dates specified below but effective as of the date first above written.

VULCAN THREADED PRODUCTS, INC. CITY OF PELHAM, ALABAMA

By:

By:

Name: _____

Name: Gary W. Waters

Title: _____

Title: Mayor

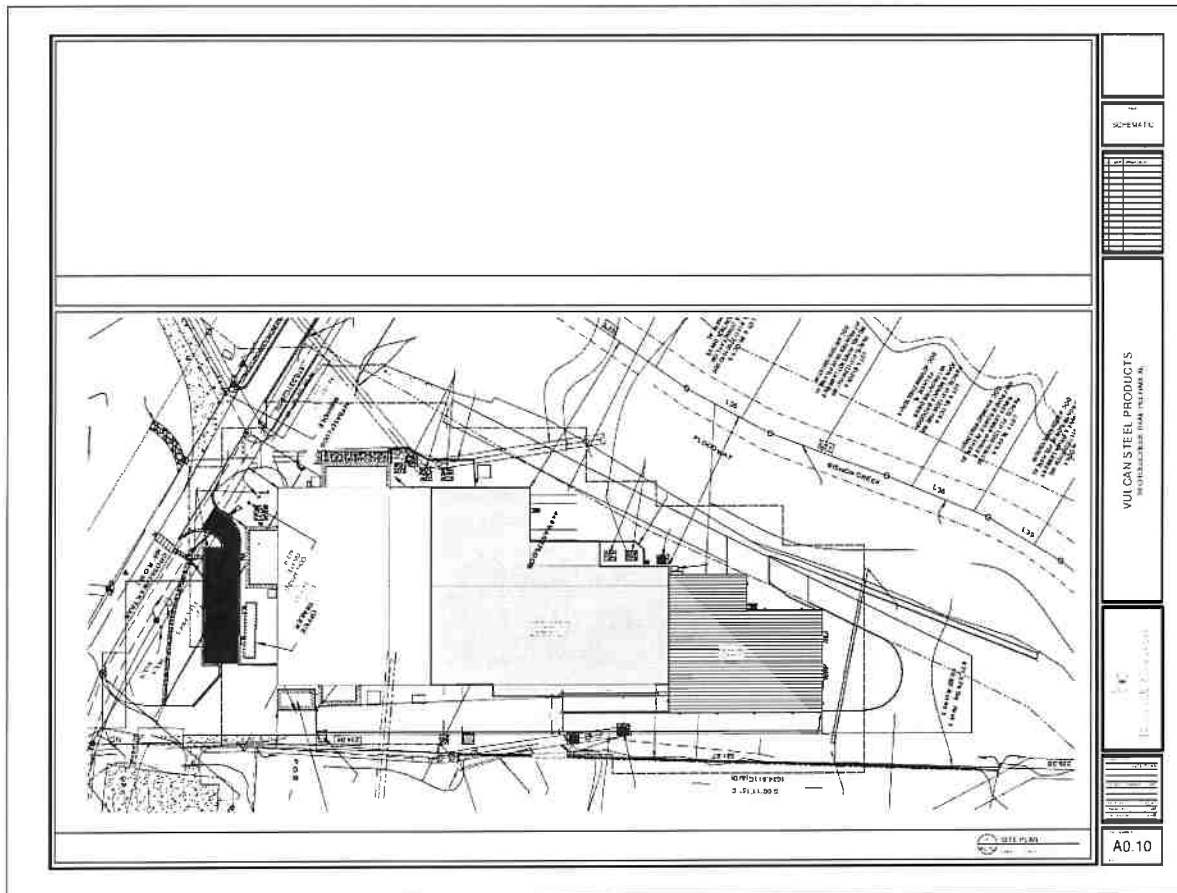
Date: _____

Date: October 17, 2022

Copy of Application

EXHIBIT B

Site Plan



RESOLUTION 2022-10-17-02

Authorizing the Engagement of an Insurance Brokerage Consultant

WHEREAS, the Pelham City Council finds it desirable and in the public interest of the City of Pelham to engage the services of a consultant to assist with strategic benefit planning, design, funding, administration and communication with respect to its liability insurance programs, and

WHEREAS, Cobbs, Allen & Hall, Inc. has experience in providing these services to municipal clients.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Council hereby approves the Consulting Agreement with Cobbs, Allen & Hall, Inc. and authorizes the Mayor, on behalf of the City of Pelham, to execute said Agreement to serve as the City's insurance brokerage services consultant to assist with strategic benefit planning, design, funding, administration and communication with respect to its liability insurance programs. Said Agreement shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-10-17-02 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 17th day of October 2022 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Pelham

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M E M O R A N D U M

To: Gretchen DiFante
City Manager

From: Tom Seale
City Clerk/Treasurer

Date: October 10, 2022

Subject: Insurance Brokerage Services

The City of Pelham elected to issue a Request For Qualifications (RFQ) to select an insurance broker to provide insurance placement and value-added risk management services to the City of Pelham for fiscal years 2023 through 2025 (10/1/2022 - 9/30/2025).

The City was looking for a partner who wants to engage with city leaders to create loss-reduction and prevention strategies. Selection was through a review of qualifications based on each responding brokerage's ability to assist in several areas in addition to its ability to competitively provide the insurance coverages and services listed in the RFQ.

The city chose to include in the RFQ moving our insurance brokerage services from a commission-based fee to a fixed-rate fee, locked in for the three-year term of the agreement.

Finalists were interviewed before a selection panel during the month of July 2022.

Cobbs, Allen & Hall, Inc. were selected by the interview panel best fitting the needs of the City of Pelham.

I am requesting the agreement be placed on the October 17, 2022 Council agenda for consideration.

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between the City of Pelham, hereinafter referred to as "Client" and Cobbs, Allen & Hall, Inc. hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant to provide insurance placement and value-added risk management services for fiscal years 2023 through 2025. Client is looking for a partner who wants to engage with city leaders to create loss-reduction and prevention strategies; and

WHEREAS, Consultant has experience in assisting employers with designing loss-reduction and prevention strategies; and

WHEREAS, the parties wish to set forth their respective expectations.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting for the following items listed below (Full List included in Appendix 1):ⁱ

- Strategic Planning
- Develop, recommend, negotiate, and place insurance and/or alternative risk financing programs at Client's direction.
- Ensure delivery of insurance and/or alternative risk financing program documentation, including but not limited to insurance binders, confirmations of coverage, policies, and endorsements.
- Review renewal premiums, insurance binders, policies, and endorsements for conformity with agreed terms and conditions and obtain corrections as required.
- Account Management Services
- Loss Control Consulting
- Claims Management

2. Term & Termination

(A) **Term.** The initial term of this Agreement is for the time period commencing on **August 1, 2022** and ending **September 30, 2025**. Thereafter, this Agreement shall automatically renew for successive renewal terms under the same conditions as the initial term until terminated as described below.

(B) **Termination.** This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received.
- b) Effective upon sixty (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term.

3. Cost of Services

Broker receives an annual fee of fee of \$55,000 over the three-year period of this agreement.

4. Personnel

Consultant will assign its personnel according to the needs of Client, and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause.

5. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to provide the services described in this agreement. Such information will be made available as promptly as possible. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

Consultant will recommend vendors for Client that Consultant believes are suitable for client's needs. While Consultant will make recommendations to Client, Client acknowledges and agrees that Client is the sole decision maker with regard to which vendors are engaged. Client agrees that Consultant is not responsible for the services provided by any vendor or any claim against Client that may arise directly or indirectly out of Client's use of a vendor or any service provided to Client by a vendor.

6. No Legal or Tax Advice

The parties agree that Consultant will not perform the practice of law or provide legal or tax advice, and the Client will not request any services from Consultant that could constitute the unlawful practice of law or the provision of legal or tax advice.

7. Limitation of Liability

- A. Client agrees that Consultant assumes no responsibility or liability whatsoever for any errors, deficiencies or omissions in any services provided to Client, including, but not limited to the placement of insurance and/or alternative finance programs on Client's behalf, that are based on inaccurate and/or incomplete information provided to Consultant.
- B. Client agrees that Consultant assumes no responsibility or liability whatsoever for any errors or deficiencies in any insurance and/or alternative risk financing programs, nor for any errors or deficiencies in claims services provided with respect to such programs, negotiated or placed by another Consultant or other intermediary.
- C. Client agrees that Consultant does not speak for any insurer nor for any alternative risk financing partner, is not bound to utilize any particular insurer or alternative risk financing partner and is not authorized to make binding commitments on behalf of any insurer or alternative risk financing partner.
- D. Client agrees that Consultant shall not be responsible for the solvency of any insurer or alternative risk financing partner or its or their ability or willingness to pay claims, return premiums or other financial obligations.
- E. Client agrees that Consultant does not guarantee or make any representation or warranty that an insurance or alternative risk financing program can be placed on terms acceptable to Client.
- F. Client agrees that Consultant will not take any action to replace Client's insurers or alternative risk financing partners unless Client instructs Consultant to do so.

- G. Client agrees that any reports or advice provided by Consultant shall not be relied upon as accounting, legal, regulatory or tax advice. In all instances, Consultant recommends that Client seek advice from professional accounting, legal, regulatory and tax advisors.
- H. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT LIABILITY OF CONSULTANT TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, EXPENSES, OR DAMAGES OF ANY NATURE WHATSOEVER, OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO ATTORNEY AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT SHALL NOT EXCEED CONSULTANT'S TOTAL FEES AND COMMISSIONS RECEIVED, IF ANY, FOR SERVICES PROVIDED UNDER THIS AGREEMENT.
- I. LIMITATIONS ON LIABILITY IN THIS AGREEMENT ARE CONTRACTUAL UNDERSTANDINGS BETWEEN CONSULTANT AND CLIENT AND SHALL APPLY TO ALL LEGAL THEORIES OF RECOVERY, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT OR WARRANTY, BREACH OF FIDUCIARY DUTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, PROVIDED THAT THESE LIMITATIONS ON LIABILITY WILL NOT APPLY TO ANY LOSSES OR DAMAGES THAT MAY BE FOUND IN A NON-APPEALABLE ADJUDICATION TO HAVE BEEN CAUSED BY CONSULTANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CONSULTANT AND CLIENT ALSO AGREE THAT THE CLIENT WILL NOT SEEK DAMAGES IN EXCESS OF THE CONTRACTUALLY AGREED-UPON LIMITATIONS DIRECTLY OR INDIRECTLY THROUGH SUITS AGAINST THIRD PARTIES WHO MAY JOIN CONSULTANT AS A THIRD-PARTY DEFENDANT.

8. Indemnification

- (A) Consultant shall use reasonable care and diligence in exercising its powers and performing its duties under this Agreement. Furthermore, Consultant agrees to indemnify and hold Client harmless against any expenses, reasonable attorneys' fees, and court costs, for which Client may become liable resulting from or arising out of grossly negligent, fraudulent, or criminal acts of Consultant or its employees or agents.
- (B) The obligations of Client and Consultant under this Section VI shall survive the termination of this Agreement.

9. Records and Information

Consultant understands and agrees to limit its use and disclosure of information.

10. Severability

If any court or arbitrator finds that any provision of this Agreement is unlawful or void or voidable for any reason, the remainder shall remain in full force and effect.

11. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

12. Amendment

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

13. Choice of Law and Legal Counsel

Client agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, and that any action concerning the services provided under this Agreement must be brought in Shelby County, Alabama.

The City retains the right to select counsel to provide for its defense in all matters involving litigation, including EEOC Charges of Discrimination, consistent with its current insuring agreement. Unless otherwise disqualified by virtue of a conflict of interest or waiver by the City, the City Attorney is hereby designated as defense counsel in all litigation matters covered by the insuring agreement between the City and the insurer negotiated and retained by Cobbs, Allen and Hall or its designee.

14. Force Majeure

Each party shall be excused from performance under this Agreement (except with respect to the payment of fees) for any period and to the extent that it is prevented from performing any action, in whole or in part, as a result of delays beyond its reasonable control caused by the other party or by an act of God, war, civil disturbance, natural disaster, inclement weather, labor dispute, third party non-performance, or other cause beyond its reasonable control, including without limitation, failures or fluctuation in electrical power, heat, light, air conditioning, telecommunications or networking equipment. Such non-performance shall not be a default or ground for termination of this Agreement.

Signature – City of Pelham

Date

Title

Signature – Cobbs, Allen & Hall, Inc.

Date

Title

RESOLUTION 2022-10-17-03

Approving the Monthly Residential Garbage Adjustment

WHEREAS, the City of Pelham recognizes the garbage contractor, pursuant to *Section 3 – Tiered Pricing* and *Section 4 – CPI-U Index for Annual Rate Adjustment* of the Solid Waste Collection Disposal Contract (Contract), has the option to petition the Cahaba Solid Waste Disposal Authority (Authority) and request an annual rate adjustment based upon the Consumer Price Index – All Urban Consumers for the previous twelve (12) months; and

WHEREAS, the City of Pelham recognizes the garbage contractor, pursuant to the first amendment to the Solid Waste Collection and Disposal Contract (Contract), the residential garbage and recycling pricing shall include the addition of an itemized fuel surcharge beginning August 1, 2022. The fuel surcharge shall be according to the monthly adjusted fuel index for ultra-low sulfur diesel, where any percentage change above the baseline fuel cost of \$3.05 (fuel index rate of ultra-low sulfur diesel as of July 15, 2021) shall be multiplied by a fuel factor (0.263) and added to the baseline bid for the applicable entity on the monthly billing of all entities serviced by the Authority. The percentage increase is multiplied by the fuel factor and the original per customer bid rate to equal the fuel surcharge amount. The fuel surcharge is added to the baseline bid for single family residential service, totaling the newly adjusted rate. The term baseline bid is used to refer to tiered pricing per customer rate as adjusted by inflation (CPI-U Annual Rate Adjustment).

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council, pursuant to the Contract between the City of Pelham and the Authority, approves a monthly residential garbage and recycling rate adjustment based upon the 5.00% change in the Consumer Price Index for all Urban Consumers (CPI-U U.S. Average, All Items) and a portion of the variable fuel surcharge, and the new rates listed below shall become effective December 1, 2022. The Pelham City Council agrees to absorb a portion of the variable fuel surcharge to stabilize the monthly residential service rate.

Service	Current Base Rate	New Base Rate with CPI-U	Variable Fuel Surcharge	City Share of New Rate (Variable)	New Residential Fixed Rate Effective 12/1/22
Residential Service	\$ 22.11	\$ 23.22	+/- \$3.18	+/- \$0.96	25.44

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-10-17-03 be given vote, and said Resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 17th day of October 2022 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



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MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Jamie Wagner, Finance Director

CC:

DATE: October 11, 2022

SUBJECT: Approving the Monthly Residential Garbage Adjustment

The Cahaba Solid Waste Authority (the Authority) met on Tuesday, September 27, and approved the request by Amwaste to amend the original contract. As we reviewed with Council in budget work sessions, Amwaste had requested the approval of a fuel surcharge for each Authority member in August of 2022. In review, the proposed increase is due to the significant increase in fuel, maintenance, equipment and labor over the past 10 months since the signing of Amwaste's contract with the Authority. The percentage increase is multiplied by the fuel factor and the original per-customer bid rate to equal the fuel surcharge amount for all Authority members.

The Council of the City of Pelham approved to amend its contract for solid waste collection, disposal and treatment with the Cahaba Solid Waste Disposal Authority ("the Authority") to offset costs now necessary for maintaining the desired service levels and authorized a fuel surcharge be included in the pricing for services of single-family residential service beginning August 1, 2022. Pursuant to Section 3 – Tiered Pricing and Section 4 – CPI-U Index for Annual Rate Adjustment of the Solid Waste Collection Disposal Contract (Contract), the Cahaba Solid Waste Disposal Authority (Authority) has approved the request of a 5.00% annual rate adjustment based upon the Consumer Price Index – All Urban Consumers for the previous twelve (12) months.

In an effort to maintain an affordable fixed rate for the residents of the City, management is recommending that City Council approve a residential garbage and recycling rate adjustment and a new monthly residential fixed rate of \$25.44 effective December 1, 2022. The Pelham City Council agrees to absorb a portion of the variable fuel surcharge to stabilize the monthly residential service rate. Amwaste has been performing an excellent job for our residents and for all Authority member communities, and we do not want to do anything to jeopardize Amwaste's ability to provide that service. City management will continue to evaluate as we obtain additional historical data based on the new variable surcharge, but we are confident that this current plan will sustain operations within the budgeted General Fund supplement while maintaining a leveled monthly payment for customer.

RESOLUTION 2022-10-17-04

Accepting the Lone Responsive and Responsible Bid for the City Park Lighting Improvements Project

WHEREAS, the City of Pelham, through Municipal Consultants, Inc., the city's consulting engineers, requested and received only a single bid for the City Park Lighting Improvements Project in Pelham, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council, upon the recommendation of Municipal Consultants, Inc., to accept the lone responsive and responsible bid of \$283,362.00 from Temple J Electric, LLC for the City Park Lighting Improvements Project along the Dog Park and Bearden Road sections of the Pelham Greenway Trail, which has been budgeted in FY2023.

BE IT FURTHER RESOLVED to authorize the Mayor, on behalf of the City of Pelham, to enter into a contract with Temple J Electric, LLC for said City Park Lighting Improvements Project which shall become a permanent part of this Resolution.

THEREUPON _____, a member, moved and _____, a member, seconded the motion that Resolution 2022-10-17-04 be given vote, and said resolution passed by majority vote of the Council present, and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 17th day of October 2022 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc:

From: Chris Cousins 

Date: September 27, 2022

Subject: 2022 City Park Lighting Improvements
Munis Acct No. 400600-554200
Project No. 6023003

On August 3, 2022 bids were received for the 2022 City Park Lighting Improvements project. One bid was received:

1. Temple J Electric LLC – \$283,362 (base bid less Owner Allowance)

This project has been budgeted for FY23. I have reviewed the bidder's information and recommend award for approval.

I am requesting that a resolution awarding the project to Temple J Electric LLC be placed on the Council Agenda as soon as practical.

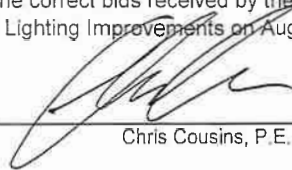
**The City of Pelham, Alabama
2022 City Park Lighting Improvements**

Bid Date / Time: August 3, 2022 @ 2:00 p.m.

				Temple J Electric LLC	
ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Lump Sum	Part A: Dog Park Lighting - Complete	\$129,728.00	\$129,728.00 ✓
2	1	Lump Sum	Owner Directed Allowance for Additional Work	\$3,000.00	\$3,000.00
			Total Base Bid for Project		\$132,728.00

ALTERNATE ADDER(S) TO BASE BID				UNIT PRICE	TOTAL
1B	1	Lump Sum	Part B: Trail Park Lighting - Complete	\$153,634.00	\$153,634.00 ✓

I certify that these are the correct bids received by the City of Pelham, Alabama for the 2022 City Park Lighting Improvements on August 3, 2022 at 2:00 p.m.



Chris Cousins, P.E. #23366

2022 CITY PARK LIGHTING IMPROVEMENTS
NOTICE OF AWARD

SECTION 00-2030 – Page 1 of 2

NOTICE OF AWARD

To: Temple J Electric

Date: _____

Project: 2022 City Park Lighting Improvements

The OWNER has considered the BID submitted by you for the above-described PROJECT in the bid received **August 3, 2022**.

You are hereby notified that your BID has been accepted for items in the amount of **\$286,362**.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Please make your required submittals in the bid documents to be reviewed and approved prior to fabrication of the materials.

Owner

By: _____

2022 CITY PARK LIGHTING IMPROVEMENTS
NOTICE OF AWARD

SECTION 00-2030 – Page 2 of 2

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

this the _____ day of _____, 20_____.

Temple J Electric

By _____

Title

RESOLUTION 2022-10-17-05

Accepting the Most Responsive and Responsible Bid for the Cahaba Valley Creek Debris Removal Project

WHEREAS, the City of Pelham, through Municipal Consultants, Inc., the city's consulting engineers, requested and received bids for the Cahaba Valley Creek Debris Removal Project in Pelham, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council, upon the recommendation of Municipal Consultants, Inc., to accept the most responsive and responsible bid of \$457,000.00 from GAGB, LLC, doing business as Grays Tree Service for the Cahaba Valley Creek Debris Removal Project (Project), which has been budgeted in FY2023 as a part of the National Resources Conservation Service grant approved by Resolution 2022-06-27-07.

BE IT FURTHER RESOLVED to authorize the Mayor, on behalf of the City of Pelham, to enter into a contract with GAGB, LLC, doing business as Grays Tree Service, for said Project which shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-10-17-05 be given vote, and said resolution passed by majority vote of the Council present, and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 17th day of October 2022 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc:

From: Chris Cousins *u*

Date: October 10, 2022

Subject: Debris Removal Project – Cahaba Valley Creek
Munis Acct No. 4005030-554900
Project No. 5323013

On October 7, 2022 bids were received for the Debris Removal Project – Cahaba Valley Creek. Three bids were received:

1. GAGB LLC DBA Grays Tree Service – \$457,000
2. AAA General Contractors, Inc. – \$560,545
3. Forestry Environmental Services, LLC – \$1,132,000

We recommend the award of the bid to the low bidder, GAGB LLC DBA Grays Tree Service. This project has been budgeted for FY23 as part of the NRCS Grant. I have reviewed the bidder's information and recommend award for approval.

I am requesting that a resolution awarding the project to GAGB LLC DBA Grays Tree Service be placed on the Council Agenda as soon as practical.

**DEBRIS REMOVAL PROJECT – CAHABA VALLEY CREEK
LEGAL ADVERTISEMENT**

SECTION 00-0030 – Page 1 of 1

LEGAL NOTICE ADVERTISEMENT

Sealed bids will be received for the **Debris Removal Project – Cahaba Valley Creek** at the Pelham Development Services and Public Works (DSPW), 2nd Floor Conference Room located at 3111 Cummings Street, Pelham, AL 35124 until **2:00 PM** local time on **October 7, 2022**, and at that time publicly opened.

Plans and proposals are available for inspection at the City of Pelham Department of Development Services and Public Works, 3111 Cummings Street, Pelham, AL 35124.

There will be a pre bid meeting at **2:00 PM** on **September 26, 2022**, at the Pelham YMCA Parking Lot located at 2610 Pelham Parkway, Pelham, AL 35124.

Bid Documents will be made available to prospective bidders via Alabama Graphics Digital Planroom. Digital downloads and printed copies are available for purchase directly thru Alabama Graphics. (205-252-8505, www.algraphics.com). Documents will be available for viewing at <https://www.algraphicsplanroom.com>.

End of Section

**The City of Pelham, Alabama
Debris Removal Project - Cahaba Valley Creek**

Bid Date / Time: October 7, 2022 @ 2:00 p.m.

				GAGB LLC DBA Grays Tree Service		AAA General Contractors, Inc.		Forestry Environmental Services, LLC	
ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lump Sum	Mobilization	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	27	Acre	Removal and Disposal of Storm Debris*	\$16,000.00	\$432,000.00	\$19,835.00	\$535,545.00	\$41,000.00	\$1,107,000.00
3	1	Lump Sum	Owner Directed Allowance For Additional Work	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
			Total Base Bid for Project		\$457,000.00		\$560,545.00		\$1,132,000.00

*Payment shall be made only for acreage where storm debris is removed. Acreage will be measured during construction to the nearest 1/10th of an acre. Payment shall be complete for access, removal, hauling, disposal, BMP's, grassing, etc.

I certify that these are the correct bids received by the City of Pelham, Alabama for the Debris Removal Project - Cahaba Valley Creek on October 7, 2022 at 2:00 p.m.

Chris Cousins, P.E. #23366

10/10/2022

DEBRIS REMOVAL PROJECT – CAHABA VALLEY CREEK
NOTICE OF AWARD

SECTION 00-2030 – Page 1 of 2

NOTICE OF AWARD

To: GAGB LLC DBA Grays Tree Service

Date: _____

Project: DEBRIS REMOVAL PROJECT -
CAHABA VALLEY CREEK

The OWNER has considered the BID submitted by you for the above described PROJECT in the bid received October 7, 2022.

You are hereby notified that your BID has been accepted for items in the amount of \$457,000.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Please make your required submittals in the bid documents to be reviewed and approved prior to fabrication of the materials.

Owner

By: _____

DEBRIS REMOVAL PROJECT – CAHABA VALLEY CREEK
NOTICE OF AWARD

SECTION 00-2030 – Page 2 of 2

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ this the _____ day of _____, 20____.

Contractor

By _____

Title

RESOLUTION 2022-10-17-06

Authorizing a Professional Services Agreement to Provide Additional Surveying and Engineering Services for Design Modifications to Amphitheater Road

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into a professional services agreement for additional surveying and engineering services for design modifications to Amphitheater Road.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the City of Pelham, to enter into a professional services agreement with Gonzalez-Strength & Associates, Inc. in an amount not to exceed \$6,000.00 for additional surveying and engineering services for modifications to the existing design plans for Amphitheater Road to match the current "as built" alignment at the intersection of Oak Mountain State Park Road and Amphitheater Road.

BE IT FURTHER RESOLVED said professional services agreement is budgeted in FY2023 and shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-10-17-06 be given vote, and said resolution passed by majority vote of the Council present, and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Pelham, at a regular meeting of such Council held on the 17th day of October 2022 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc:

From: Chris Cousins 

Date: October 5, 2022

Subject: Amphitheater Road Widening
Munis Acct No. 4005030-554550
Project No. 5323019 – DESIGN

Attached is a professional services agreement with Gonzalez – Strength & Associates, Inc. to provide additional surveying and engineering services for modifications to the existing Amphitheater Drive design. Design modifications are necessary to match the current As Built alignment at the intersection of State Park Road and Amphitheater Drive. The proposed contract amount is \$6,000. This work has been budgeted for FY23.

I am requesting that this agreement be placed on the Council agenda for consideration.



GONZALEZ – STRENGTH & ASSOCIATES, INC.

**CIVIL ENGINEERING • TRAFFIC & TRANSPORTATION ENGINEERING • LAND SURVEYING
LAND PLANNING • LANDSCAPE ARCHITECTURE**

September 27, 2022

**Mr. Chris Cousins, P.E.
City Engineer
City of Pelham
3162 Pelham Parkway
Pelham, AL 35124**

**Re: Proposal for Services
Amphitheater Road additional work
Pelham, Alabama
Job #19-0067**

Dear Mr. Cousins:

Gonzalez-Strength & Associates, Inc. (GSA) appreciates this opportunity to provide Surveying and Engineering services. Modifications to plans for parking lot changes at the northern end of Amphitheater Road. [Click here to enter project information.](#)

Engineering Services

Conceptual Drawings	Lump Sum	\$ 6,000.00
a. Modification to plans		
b. Cost estimates for the City of Pelham's use.		

TOTAL LUMP SUM FEE \$6,000.00

Unforeseen Conditions and Occurrences

If during the performance of our services, any unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services or the recommended scope of services, we will notify the Client thereof, to modify the Scope of Services.

For ALTA/ACSM Asbuilt or Topographic Surveys, the above price includes addressing one round of Attorney comments and one version of the Title Policy. Additional comments or versions of the Title Policy shall be charged as "Additional Services" in accordance with the rate schedule attached.

Exclusions

Engineering, Land Planning and Surveying fees do not include the following EXCEPT as specified in the previous sections:

Building permit fees, filing fees, inspection fees, plan review fees, submittal fees, legal advertisements, tap fees, hard-scape design, irrigation plan, septic system design, percolation testing, health department submittal and/or plan, landscaping plan, construction observation and report, construction staking, excavating utilities to determine exact elevation, title commitments, estimate of probable cost, lift station design, D.O.T. Drawings and Permitting, N.P.D.E.S. Permitting, permitting fees, bid documents, construction administration, change order reviews, rare

1550 Woods of Riverchase Drive, Hoover, Alabama 35244
205-942-2486 Fax: 205-942-3033

and endangered species investigation, flood study, FEMA map amendments, renderings, retaining wall design, soils testing, slope design and/or stability analysis, pavement design, geotechnical investigation, structural design, NPDES storm water testing, subdivision plat, record map, traffic study, traffic control plan, off-site utility design, wetlands delineation, wetlands mitigation, rezoning/variances request, attendance or participation in public hearings, additional services, related reimbursable items, and any other items not specifically mentioned in this proposal.

Additional Services

Hourly items of work and any additional services performed outside the scope of this proposal may be billed on an hourly basis in accordance with the rate schedule below:

<i>Principal</i>	<i>\$200/hr.</i>	<i>Professional Land Surveyor</i>	<i>\$100/hr.</i>
<i>Senior Project Manager</i>	<i>\$165/hr.</i>	<i>Survey Crew</i>	<i>\$170/hr.</i>
<i>Project Manager</i>	<i>\$125/hr.</i>	<i>Survey Crew – Overtime</i>	<i>\$200/hr.</i>
<i>Engineer III</i>	<i>\$115/hr.</i>	<i>Senior Inspector</i>	<i>\$ 85/hr.</i>
<i>Engineer II</i>	<i>\$100/hr.</i>	<i>Inspector – Level II</i>	<i>\$ 65/hr.</i>
<i>Engineer I</i>	<i>\$ 85/hr.</i>	<i>Inspector – Level I</i>	<i>\$ 55/hr.</i>
<i>Land Planner</i>	<i>\$175/hr.</i>	<i>CADD II</i>	<i>\$ 90/hr.</i>
<i>Landscape Architect III</i>	<i>\$115/hr.</i>	<i>CADD I</i>	<i>\$ 85/hr.</i>
<i>Landscape Architect II</i>	<i>\$100/hr.</i>	<i>Designer/Technician</i>	<i>\$ 80/hr.</i>
<i>Landscape Architect I</i>	<i>\$ 85/hr.</i>	<i>Coordinator</i>	<i>\$ 50/hr.</i>
		<i>Administrative</i>	<i>\$ 40/hr.</i>

Reimbursables and Expenses

All printing, blueprinting, color printing, reproducible mylars or sepias, multiple copying, carrier shipping, faxes, electronic media, travel expenses, lodging, and miscellaneous job related expenses, plan review fees, filing fees, legal advertisement fees, etc. will be charged at cost plus 10%. Mileage will be billed based on IRS annual standard mileage rates in effect at the time incurred.

Standard of Care

Services performed by Gonzalez-Strength & Associates, Inc. under this agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

In compliance with Alabama Administrative Code Chapter 330-X-14-.05(f), this proposal has been prepared with the understanding that selection of our firm to perform these professional services is based upon our qualifications and past performance. Further, it is our understanding that you have selected GSA to negotiate these services and are not in negotiation with other firms for these services at this time.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and Gonzalez-Strength & Associates, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Gonzalez-Strength, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of, or resulting from Gonzalez-Strength, Inc.'s performance of services pursuant to this agreement shall not exceed the amount of Gonzalez-Strength & Associates, Inc.'s fee or Twenty Thousand Dollars (\$20,000.00), whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted but in no way shall this provision create any liability, duty, or obligation on the part of Gonzalez-Strength & Associates, Inc. to indemnify the Client for any injury, loss, expense, damage or claim of any person or entity that does not result directly from Gonzalez-Strength, Inc.'s performance of services under this agreement.

Ownership of Documents

All reports, conceptual plans, master plans, preliminary plans, construction documents, specifications, calculations, estimates of probable cost, renderings, sketch plans, and other documents prepared by Gonzalez-Strength & Associates, Inc., as instruments of service shall remain the property of Gonzalez-Strength & Associates, Inc. Copies of documents will be furnished to the client upon request at the client's expense. Reproduction of documents is prohibited without Gonzalez-Strength & Associates, Inc. consent. The client agrees that all documents and copies of documents as described furnished to the client or his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose. The documents as described prepared by Gonzalez-Strength & Associates, Inc. are not transferable as parts of property or other business transactions between the client and any third party.

Payment Terms

Payments are due upon receipt; invoices are based upon the percentage of work completed. Your obligation to pay for services rendered by Gonzalez-Strength & Associates, Inc. is in no way dependent upon your ability to obtain financing, obtaining approvals from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon your successful completion of the project. If payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Gonzalez-Strength & Associates, Inc. incur attorney's fee for collection of payment, the amount owed to Gonzalez-Strength & Associates, Inc. shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Gonzalez-Strength & Associates, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due for services rendered and expenses incurred has been received.

Credit Card Payments

We accept VISA, MasterCard, and Discover credit card payments for services billed. To clients who wish to use their credit card, there will be a 2% credit card fee for each invoice that is being paid. If the client wishes to pay only with credit card payments, it will be noted on the account and all invoices will include the 2% credit card fee. If the credit card is charged back, there will be an additional \$25.00 finance charge for every charge back that is incurred.

This proposal has been prepared with the understanding that the selection of our firm to perform these professional services is based upon the qualifications and experience of Gonzalez-Strength & Associates, Inc., and not solely upon the fee for services proposed. We will gladly address any questions regarding the technical scope, and/or schedule of fees for this proposal. We will begin our services upon receiving the signed proposal. You may authorize us to proceed with our services by your signature in the space provided below.

Sincerely,



James R. Brown, P.E.
For Gonzalez-Strength & Associates, Inc.

Cc:
Encl:

The Terms and conditions of this proposal are accepted on this _____ day of _____, 20____.

Client Signature

Title

Preferred Payment Method: ☐ Check ☐ EFT (Electronic Funds Transfer ☐ Credit Card

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company (Individual, Firm or Corporate Body Name)

Client or Client's Authorized Representative Name

Street Address

City

State

Zip Code

Phone Number

Fax Number

If you would like your invoices sent by e-mail, please complete the following:

E-Mail Address

Completed By

RESOLUTION 2022-10-17-07

Authorizing an Agreement for Information Technology (IT) Support Services

WHEREAS, the Pelham City Council finds it desirable and in the public interest of the City of Pelham to enter into an agreement for cybersecurity, IT support, networking and cloud services, and

WHEREAS, Thrive Operations, LLC has significant experience in providing these services to its municipal clients.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Council hereby approves the Agreement and Service Order with Thrive Operations, LLC and authorizes the Mayor, on behalf of the City of Pelham, to execute said Agreement to provide and support the City's cybersecurity, IT support, networking and cloud service needs.

BE IT FURTHER RESOLVED said Agreement and Service Order shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-10-17-07 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 17th day of October 2022 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is dated as of October 10, 2022 by and between the client listed below on this cover page ("Client") and Thrive Operations, LLC ("Thrive") (Client and Thrive are each referred to as a "Party" and collectively as the "Parties").

CONTENTS OF AGREEMENT. This Master Services Agreement (this "Agreement") is comprised of and includes the terms and conditions set forth in this cover sheet, the General Terms and Conditions set forth below, the terms and conditions of any Service Orders as may hereafter be made part hereof as provided herein and any exhibits, appendixes or addenda to any of the foregoing.

Each Party has caused this Agreement to be executed by its duly authorized representative as of the day and year first written above.

CLIENT: Pelham City Hall

THRIVE OPERATIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for Notices	
Pelham City Hall 3162 Pelham Parkway Pelham, Alabama 35124 ATTN: Matt Griffin Email: mgriffin@pelhamalabama.gov	Thrive Operations, LLC 25 Forbes Blvd, Suite 3 Foxborough, MA 02035 ATTN: Contract Operations Email: contract.operations@thrivenetworks.com



THRIVE

GENERAL TERMS AND CONDITIONS

Part of
Master Services Agreement
Between Thrive Operations, LLC and Pelham City Hall

Definitions: The following capitalized terms are used with the meaning set forth below:

"Products": means products and other goods, including hardware, software and other tangible and intangible items, and other deliverables provided to Client by Thrive as contemplated by this Agreement.

"Service(s)": means, services (including maintenance, support, security, hosting, procurement, development, integration, administrative and other services), including those to be provided on a one-time basis and those to be provided on a recurring basis.

"Service Order": means a "Service Order" signed by the Parties referencing this Agreement and describing the Products and Services to be provided to Client by Thrive and setting forth the price and other terms and conditions on which Thrive is to provide such Products and Services.

"Service Provisioning Date": means for each recurring Service to be provided under a Service Order the date as of which Thrive makes such Service available for use by Client.

"Service Provisioning Completion Date": means for each Service Order the Service Provisioning Date for the last of the recurring Services to be provisioned and made available for use by Client under such Service Order.

1. SERVICES.

(a) **General.** This Agreement governs Products and Services Thrive or its affiliates may provide or sell to Client. Products and Services will only be delivered to Client pursuant to one or more Service Orders. Once executed by both Parties, a Service Order becomes part of this Agreement, although the terms of a Service Order will govern only the Services described in that Service Order. The terms and conditions set forth in a Service Order will control any discrepancy between that Service Order and these General Terms and Conditions.

(b) Procurement of Products.

(i) All purchases of Products by Client from Thrive under a Service Order will be final at the time the order therefor is placed by Thrive with a third-party supplier. Each purchase of Products from Thrive will be considered an independent and separate transaction from the purchase of Services from Thrive, even if both Products and Services are included in the same Service Order.

(ii) Thrive shall not be liable for any damages, costs, or delays in the provision of Services by Thrive under any Service Order arising in connection with Client's procurement of Products from a party other than Thrive (such procurement by Client referred to as a "Client Third Party Procurement"). Client will reimburse Thrive for the out-of-pocket expenses Thrive incurs and will pay Thrive (at the hourly rates specified in the applicable Service Order) for the additional



time Thrive devotes to the provision of Services as a result of or arising in connection with any Client Third Party Procurement.

(c) Price Changes. Pricing for Services are subject to change as follows:

(i) Thrive may increase prices for Services under any Service Order on 30 days' notice to Client, provided that such prices may not be increased more than once in any 12 month period and such increases shall not exceed the percentage increase (if any) in the Consumer Price Index for All Urban Consumers (US City Average, All Items, 1982-84=100, not seasonally adjusted) as published by the US Bureau of Labor Statistics over the then most recent twelve month period for which such data is published. In addition, Thrive may pass on to Client the actual price increases imposed on Thrive by Third-Party Providers (as referenced in Section 4 below) for goods and services included in or among the Products and Services provided to Client pursuant to one or more Service Orders. Thrive will notify Client at least 30 days in advance of any such increases and provide Client supporting documentation of all Third-Party Provider price increases.

(ii) All prices for Services in effect as of the end of the Term of the Service Order providing for such Services will increase by three percent (3%) upon each renewal of the Term of such Service Order in accordance with the terms thereof.

(d) Minimum Hardware, Operating System and Software Standards.

Client agrees to maintain the minimum hardware, operating system and software standards (and licenses therefor) set forth in each Service Order or otherwise necessary to receive the Services, which may include, among other matters, versions of operating systems and hardware, security, data protection and environmental (HVAC, and electrical power) controls and network bandwidth requirements (such minimum standards, as the same may be changed or supplemented by Thrive from time-to-time being referred to as "Minimum Standards"). Unless otherwise contemplated by a Service Order, Thrive has no duty to assure or assess whether or not Client's network meets Minimum Standards and disclaims responsibility for any loss, damages, costs or delays Client incurs or realizes as a result of or in connection with the failure or malfunction of any part of Client's network or systems that do not meet Minimum Standards. Client will reimburse Thrive for the out-of-pocket expenses Thrive incurs and will pay Thrive (at the hourly rates specified in the applicable Service Order) for the additional time Thrive devotes to the provision of Services as a result of or arising in connection with Client's network components managed by Thrive not adhering to the Minimum Standards. Client will also adhere to any Acceptable Use Policies that may be in effect from time to time and applicable to all Thrive customers, which will be communicated or made available by Thrive on its website, and which will be deemed incorporated by reference herein.

(e) Access to Client Facilities. Client will provide Thrive access to and right to use all Client's facilities, including all hardware and software owned, leased or licensed by Client, to the extent reasonably necessary to enable Thrive to provide Services to Client in accordance with these General Terms and Conditions and any Service Order.

(f) Service Reduction. Client will have the right to reduce recurring end-user and subscription based Services (excluding Services on account of which Thrive has purchased



equipment, licenses (including Microsoft subscriptions) or other property that is dedicated to its provisioning) delivered pursuant to one or more of the Service Orders upon not less than 30 days' prior written notice to Thrive; provided that the resulting reduction in the recurring charges payable by Client as a result of all such reductions of Services effected in accordance with this Section 1(f) shall in no event exceed ten percent (10%) of the recurring charges for Services as originally set forth in the Service Orders in accordance with which such Services are provided.

(g) **Thrive Equipment.** Client will maintain and protect the equipment and other hardware and tangible goods placed by Thrive in the Client's possession or control (and that is not Client's property) in connection with the provision of Services (collectively, "Thrive Hardware") in good working condition, reasonable wear and tear excepted, and will not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy such Thrive Hardware (including any software or firmware that is part of, incorporated into or running on the same). Client assumes all risk of compliance with any government regulation relating to the operation of Thrive Hardware, as well as the loss, damage, theft, or destruction thereof, while it is in the Client's possession or control or that of its agents, including any carrier (except any carrier transporting Thrive Hardware from Thrive to Client), and Client will reimburse Thrive for any costs of necessary repair or replacement (including shipping costs). Client will keep Thrive Hardware free of all security interests, liens, and other encumbrances.

2. **TERM.** This Agreement is effective as of the date hereof and, unless earlier terminated as permitted herein, will continue in effect during the Term or continuation of any Service Order (as defined therein) entered in connection herewith and thereafter in accordance with Section 9(e) below.

3. **PAYMENTS.**

(a) **Fees and Charges.** Client agrees to pay Thrive the fees, charges, expenses and other amounts for the Products and each Service specified in a Service Order during the Term of and as provided in such Service Order and in these General Terms and Conditions. In addition, Client will be responsible for payment of all applicable sales and other taxes, and all surcharges and handling fees levied by third party suppliers, on Products and Services provided by Thrive.

(b) **Commencement of Billing.** Thrive will, subject to Section 3(f) below, bill Client for Products included in a Service Order five (5) business days after Thrive notifies Client that the same is ready for shipment to Client's site (without regard to delays in Client's acceptance thereof). Thrive will begin billing for one-time Services included in a Service Order upon commencement of such one-time Services. Thrive will begin billing for each recurring Service included in a Service Order beginning (60) sixty days from the date of Client's execution of such Service Order or, if earlier, beginning on the Service Provisioning Date of such Service, and continuing through the end of the Term of such Service Order as set forth therein.

(c) **Payment of Invoices.** Invoices for fees, charges and other amounts charged hereunder, whether for Products, Services or otherwise, will be due and payable in full within thirty (30) days of the date of invoice therefor. Thrive may charge Client a finance charge of one and one-half percent (1.50%) per month on balances (other than those disputed pursuant to Section 3(d) below) for which payment has not been received within thirty (30) days of the date of such invoice.



THRIVE

(d) **Disputes.** If Client in good faith disputes any portion of an invoice, Client will promptly pay the undisputed portion of the invoice and submit to Thrive a written claim within thirty (30) days of the due date thereof as provided in Section 3(c) above describing in reasonable detail the basis of the dispute and including any relevant supporting documentation. After receipt of such claim, Thrive will undertake an investigation of the disputed charges, and, subject to Thrive's rights under Section 9 below, both Parties agree to make a good faith attempt to resolve the dispute promptly. Any failure by Client to submit a written dispute of charges with the information specified above within such thirty-day period will be deemed final agreement by Client without defense or counterclaim with all charges on the invoice for all purposes. Client will be liable to Thrive for all reasonable fees and expenses, including reasonable attorney's fees and litigation costs, that Thrive incurs to collect amounts due to Thrive from Client under or in connection with this Agreement or any Service Order.

(e) **Expenses.** Client agrees to reimburse Thrive for all reasonable and ordinary out-of-pocket expenses incurred by Thrive in delivering Products and Services to Client, such as parking, out-of-area travel expenses, international phone calls, and pay-per-incident third party support calls. Thrive will itemize such expenses on Client's invoices and will not incur any single expense greater than \$250 without Client's prior written approval.

(f) **Timing of Products Orders.** Thrive reserves the right to delay procuring Products from third party suppliers pending Thrive's receipt from Client of payment of all or any portion (as determined by Thrive in its discretion) of the price therefor set forth in the Service Order providing for such Products. Thrive will notify Client of any requirement that Thrive receive payment for Products in advance of Thrive's ordering the same from third party suppliers and Thrive will not be responsible thereafter for any damages, costs or delays Client experiences as a result of the timing of the delivery of such Products to Client under any Service Order.

4. THIRD PARTY GOODS & SERVICES.

(a) **Third Party Providers.** Client acknowledges that Services may include or incorporate goods or services manufactured, produced and/or delivered by third parties ("Third-Party Providers"). Thrive hereby assigns to Client any warranties provided by Third Party Providers of goods and services that are resold by Thrive (to the extent permitted to be so assigned or passed through) and Client agrees to pursue all defective product, quality, breach of warranty and other claims directly against such Third-Party Providers and not against Thrive. Thrive will not be responsible for any such claims; however, Thrive will reasonably assist Client in resolving any performance, quality, breach of warranty or other claims of Client with the applicable Third-Party Providers of such goods or services. Client acknowledges that some Products cannot be returned or cancelled once ordered. At the request of Client, Thrive will make a reasonable attempt to return Products to the Third-Party Provider and Client agrees to reimburse Thrive for any restocking fees and other out-of-pocket expenses Thrive may incur in connection therewith. However, Client agrees that Thrive is under no obligation to take back from Client any Products ordered from Thrive if Thrive is unable to return those same Products to the Third-Party Provider. Risk of loss or damage for Products purchased from Third-Party Providers will pass to Client when such Products are delivered to Client, unless otherwise agreed in advance in writing by Client and Thrive.

(b) **Software Licensing.** Thrive may use its own third-party software licenses in provisioning Services under a Service Order, including among others, antivirus, antispyware and



monitoring software (the “Software”). Thrive’s licenses to use such Software are and will remain Thrive’s property exclusively, and except as provided herein, Client will obtain no right to such licenses or the source code of the Software licensed thereby. Thrive hereby grants to Client a non-exclusive, worldwide, royalty-free, non-assignable and non-sublicensable license to use the Software solely in connection with Services for which such Software is utilized (a “License”), which License will terminate immediately upon termination of such Services. Thrive may terminate such License and any Services for which such License is utilized if it determines that Client has breached the terms of the License. Upon termination of the License, Client will immediately cease to use the Software and related documentation and certify to Thrive within ten (10) days after termination that Client has, at Thrive’s option, either destroyed or returned to Thrive the Software and all documentation and related information, and all copies thereof, whether or not modified or merged into other materials.

5. WARRANTIES, DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) **Services.** Thrive warrants that Services, including without limitation, those provided by Third-Party Providers, will be performed in a professional manner conforming in all material respects to prevailing industry standards and practices, applicable law, and the specifications set forth in the Service Orders relating thereto. Client acknowledges that no network, system, device, hardware, software, or component can be made fully secure and, accordingly, agrees that Thrive shall not be liable for damages arising from or in connection with loss of data or breach of privacy of information technology systems except to the extent that Thrive's gross negligence or fraud (and not, e.g., equipment failure, software failure, “phishing” attacks or other fraudulent acts of third parties, or Client's failure to follow Thrive's advice) is the direct and primary cause of such loss or breach.

(b) Warranty Disclaimer.

OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 5, THRIVE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS OR SERVICES AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(c) Client Warranties

Client represents and warrants that it will not (i) violate any statute, law, ordinance or regulation, or (ii) infringe upon any patent, copyright, trademark, trade secret or other intellectual property or other rights of Thrive or any third party in relation to this Agreement.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL THRIVE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH HEREOF, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THRIVE HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.



THRIVE

(ii) EXCEPT IN THE CASE OF THRIVE'S GROSS NEGLIGENCE OR FRAUD THRIVE SHALL IN NO EVENT BE LIABLE FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES FOR SERVICES PAID OR PAYABLE BY CLIENT TO THRIVE IN RESPECT OF THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURED.

6. INTELLECTUAL PROPERTY RIGHTS.

(a) **Thrive Intellectual Property.** Thrive retains right, title and interest in and to the Services, all intellectual property rights contained therein, and all modifications, alterations, derivative works and enhancements made thereto (collectively, "Thrive IP"). Client may not modify or create derivative works from or copy any ideas, Features, functions or graphics of the Services or Thrive IP or modify or make derivative works based thereon, or offer the Services on a timeshare or service bureau (including software-as-a-service) basis. Client may use Thrive IP in accordance herewith and any Service Order solely as necessary to utilize Services for its own account and otherwise will not disclose or use Thrive IP for any purpose.

(b) **Client Intellectual Property.** Client retains all right, title and interest in and to all of Client's intellectual property rights transmitted by or on behalf of Client to Thrive in connection with the Services (collectively, "Client IP"). Thrive may not modify or create derivative works from or copy any ideas, features, functions or graphics of the Client IP or modify or make derivative works based thereon. Thrive may use Client IP in accordance herewith and any Service Order in connection with providing Services to Client and otherwise will not disclose or use Client IP for any purpose.

7. CONFIDENTIALITY. The Parties acknowledge that in connection with this Agreement each may receive from the other certain non-public information regarding the other Party's financial condition, suppliers, clients, business plans and other information not generally known to the public, including, without limitation, the terms and conditions of this Agreement ("Confidential Information"). The Party receiving Confidential Information of the other Party will not except as is required by law or legal process disclose such Confidential Information (i) to any person known by the receiving Party to be competitor of the other Party or (ii) to other third parties other than the receiving Party's employees, representatives and contractors who are bound by confidentiality obligations comparable to those set forth herein and who need to know such Confidential Information for purposes of the receiving Party's performance or receipt of the benefits of this Agreement, and will not use Confidential Information except in connection therewith. A Party that has received tangible embodiments of Confidential Information shall promptly return to the disclosing Party or destroy such Confidential Information upon the disclosing Party's request; provided that the receiving Party is not obligated to delete, purge or expunge Confidential Information maintained on its backup servers and similar devices in the ordinary course of its business (but nevertheless remains obligated under this Section 7 with respect to any such retained Confidential Information). The obligation to maintain the confidentiality of Confidential Information shall continue for so long as this Agreement shall remain in effect and for a period of two (2) years after the termination hereof, except that the obligation to maintain the confidentiality of trade secrets shall continue in perpetuity. If the Parties have entered into a separate non-disclosure or other agreement regulating the use or disclosure of the



Parties' respective information, then the terms of such separate agreement will control in the event of a conflict between such separate agreement and this Section 7.

8. HIRING OF REPRESENTATIVES. For so long as this Agreement remains in effect and for a period of one (1) year thereafter, neither Party will employ, hire, contract with, or otherwise engage, or seek to employ, hire, contract with, or otherwise engage, any individual who at any time in the preceding twelve (12) months was an employee of the other Party involved in the provisioning or receiving of Services under any Service Order; provided, however, that the foregoing shall not preclude Parties from (i) the use of public general advertisements or search firms (in each case, not directed at, or targeted to the other Party or its employees) or the hiring of any person who responds thereto or (ii) hiring any person who has terminated employment with the other Party prior to commencement of a Party's solicitation of such person. The Parties agree that any breach of this Section 8 will result in irreparable injury to the other Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of this Section 8 by the other Party, the non-breaching Party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach without the necessity proving the inadequacy of money damages or of posting a bond or other security.

9. TERMINATION.

(a) Termination of Agreement and Service Orders for Breach of Terms.

(i) Breach of terms of General Terms & Conditions. Each Party may notify the other Party if the other Party breaches the terms of these General Terms and Conditions, which notice will describe in reasonable detail the nature of such breach and including relevant supporting documentation. Unless the breaching Party within thirty (30) days of its receipt of such notice either cures or remedies the breach described in such notice in all material respects or provides the other Party with a reasonable written plan for doing so, the other Party may, without limitation of its other rights and remedies under applicable law, terminate this Agreement by providing written notice of termination to the breaching Party.

(ii) Breach of terms of a Service Order. Each Party may notify the other Party if the other Party breaches the terms of any Service Order, which notice will describe in reasonable detail the nature of such breach and including relevant supporting documentation. Unless the breaching Party within thirty (30) days of its receipt of such notice either cures or remedies the breach described in such notice in all material respects or provides the other Party with a reasonable written plan for doing so, the other Party may, without limitation of its other rights and remedies under applicable law, terminate those Services under such Service Order as to which such breach relates (and not this Agreement, other Services provided under such Service Order or any other Service Order as may then be in effect) by providing written notice of termination to the breaching Party.

(b) Suspension or Termination of Services by Thrive for Failure to Pay.

Notwithstanding the provisions of Section 9(a) above, in the event Client does not timely make payments under this Agreement (other than amounts timely disputed in accordance with Section 3(d) above, pending the resolution of such disputes) and such payment(s) is (are) not made by Client within ten (10) days of receiving written notice thereof from Thrive (which notice may be delivered to Client in the same manner as Thrive sends invoices to Client in the ordinary



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course), Thrive may, without limitation of its other rights and remedies under applicable law, suspend or terminate providing Services to Client under any or all Service Orders as may then be in effect, and Thrive will have no liability for any damages incurred or realized by Client as a result of such suspension or termination of any such Services. No such suspension or termination of Service under a Service Order due to Client's non-payment will relieve Client of its obligations to pay all charges and other amounts and otherwise comply with and fulfill its obligations under this Agreement, including under that or any other Service Order as may be in effect. If Services are suspended for non-payment, lapse in service will not count towards completion of the Term of such Services.

(c) **Suspension.** Notwithstanding the provisions of Section 9(a) above, Thrive may suspend the Services immediately upon notice to Client if: (i) Client materially violates (or Thrive believes in good faith that Client has materially violated) any provision of this Agreement or any provision of the applicable Thrive Acceptable Use Policy (<https://thrivenextgen.com/acceptable-use-policy/>); (ii) there is an unusual and material spike or increase in Client's use of the Services and Thrive believes, in good faith, that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services; or (iii) Thrive determines in good faith that its provision of the Services is prohibited by applicable Law; or (iv) Thrive determines in good faith that Client is using the Products or Services in violation of applicable law or for an otherwise unlawful purpose. Notwithstanding the foregoing, Thrive will use commercially reasonable efforts to (x) provide Client as much prior notice as possible of any situation that it is aware of that could lead to a right to suspend described in this subsection, and (y) work with Client to remedy any situation that could lead to a right to suspend described in this subsection if such situation can be remedied.

(d) **Duties Upon Termination or Expiration.**

(i) **Payment of Obligations/Return of Property.** Upon the expiration or termination of this Agreement or any Service Order, Client will pay the full amount of all unpaid invoices issued under any outstanding Service Order and any other payment obligations specified in each outstanding Service Order (other than amounts timely disputed in accordance with Section 3(d) above, pending the resolution of such disputes). In addition, excluding any software and hardware that is the Client's property, Client will return all software and hardware provided to Client by Thrive in good working condition (ordinary wear and tear excepted) and free from all liens, charges and encumbrances within thirty days of termination of this Agreement or the applicable Service Order(s).

(ii) **Termination Status Reporting; Further Services.** Thrive will upon expiration or termination of any Service under any Service Order and receipt of all amounts then due and payable to Thrive under this Agreement as relates to such expired or terminated Service (other than amounts timely disputed in accordance with Section 3(d) above, pending the resolution of such disputes) (i) report to Client on the status of the Service as reasonably requested by Client and, if requested by Client, (ii) assist Client in winding down or transferring the terminated or expired Service to Client or its designee (such assistance being referred to as "Migration Services") in accordance with a mutually agreed separate Service Order signed by the Parties setting forth the terms and conditions thereof, which will include, among other terms to which Parties may agree, Client agreeing to pay Thrive for such Migration Services, if applicable, at the hourly rates set forth in the Service Order under which such Service was provided (and if no such rates are set forth in such Service Order, then at hourly rates agreed to by the Parties). Except



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as set forth above in this Section 9(d)(ii) and, if applicable, any Service Order providing for the provision of Migration Services, Thrive will have no duty or obligation to provide any Products or Service or any other service or assistance to Client following the expiration or termination of a Service in accordance herewith.

(e) **Survival.** The following provisions will survive any expiration or termination of this Agreement: Section 3 (Payments), Section 4 (Third Party Products & Services), Section 5 (Warranties, Disclaimer and Limitation of Liability), Section 6 (Intellectual Property Rights), Section 7 (Confidentiality), Section 8 (Hiring of Representatives), this Section 9 (Termination), Section 10 (Force Majeure), and Section 12 (General Terms).

10. FORCE MAJEURE. Except for payment obligations, neither Party will be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances or causes beyond its reasonable control, including, without limitation, fire, pandemics or other casualty, acts of God, fiber cuts or Internet delays, delay or failure of Third-Party Providers, war, terrorism, or other violence or criminal acts, any law, order, requirement or act of any government or governmental agency or authority or other causes beyond the reasonable control of such Party. A Party affected by such a *force majeure* event shall inform the other Party promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for resumed performance to the extent determinable) and such Party shall use reasonable commercial efforts to resume performance hereunder as soon as reasonably practicable.

11. INSURANCE. Thrive will maintain insurance providing at least \$1,000,000 commercial general liability coverage, as well as statutory workers compensation coverage. Upon Client's request, Thrive will deliver to Client promptly a certificate of insurance made out by the applicable insurer(s) or their authorized agents as evidence of the insurance required under this Section and for any material policy amendments thereto. At Client's request, Client will be identified as an additional insured ATIMA (as their interests may appear) on such certificate of insurance.

12. GENERAL TERMS.

(a) **Governing Law; Jurisdiction; Venue.** This Agreement will be governed by and construed in accordance with the internal laws of State of Alabama, without regard to the conflicts or choice of law provisions thereof that would give rise to the application of the domestic substantive laws of any other jurisdiction. The Parties agree that any proceeding arising out of or relating to this Agreement will be brought only in, and hereby submit irrevocably to the jurisdiction of, the state or federal courts sitting in the State of Alabama and hereby waive any objections to the jurisdiction, venue or convenience of any such courts. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(b) **Assignment.** Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party; provided that either Party may assign its rights hereunder to, and cause its obligations hereunder to be assumed by, a successor to substantially all of the assets or business of such Party. If there is any assignment or delegation in violation of any of the foregoing restrictions, the non-breaching Party may terminate this



Agreement and all Service Orders as may then be in effect upon written notice within ninety (90) days after notice or discovery of such assignment.

(c) **Headings.** The section headings herein are for ease of reference and convenience only and are not to be considered in the interpretation of this Agreement.

(d) **Interpretation.** Neither Party shall be considered the drafter of this Agreement or any schedule, addendum or exhibit as may be made part thereof so as to give rise to any presumption or convention regarding construction hereof or any such other writing.

(e) **Integration; Severability.** Except as provided in Section 7 above with respect to separate nondisclosure or confidentiality agreements between the Parties, this Agreement, including any Service Orders, sets forth the entire agreement and understandings between the Parties hereto with respect to the subject matter hereof, and merges all previous and contemporaneous discussions and negotiations between the Parties and supersedes and replaces any other agreement that may be in effect as of the date hereof between the Parties or their respective subsidiaries or other affiliates with respect to the subject matter hereof. Without limitation of the foregoing, this Agreement supersedes and replaces in its entirety any "Master Services Agreement" or similar document as may be in effect as of the date hereof between the Parties or their respective subsidiaries, predecessors-in-interest, or other affiliates (any such agreement being referred to as the "Original Agreement"). The parties agree that any "statements of work", "service orders" and similar writings as may be outstanding and in effect under the Original Agreement (the "Outstanding SOs") are, from and after the date hereof, Service Orders for all purposes of these General Terms and Conditions and the "Master Service Agreement" or similar agreement referenced in the Outstanding SOs shall from and after the date hereof be a reference instead to this Agreement. Notwithstanding the foregoing, all amounts due to Thrive under the terms of the Original Agreement or Outstanding SOs remain due in accordance with the terms of the Original Agreement or Outstanding SOs, and unless otherwise specified herein, no such amounts are settled, released or compromised hereby. This Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited or invalid under any such law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity or subject, such provisions will be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

(f) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement or any schedule, addendum or exhibit as may be made part hereof.

(g) **Residual Knowledge.** Nothing herein shall be construed to prevent or in any way limit Thrive from using general knowledge, skill and expertise acquired in the performance of this Agreement in any current or subsequent engagement or business. Client shall have no interest in such engagements or business.

(h) **Signatures, Amendments and Waivers and Exercise of Rights.**

(i) **Signatures.** This Agreement and amendments or modifications hereof and consents and waivers relating hereto may be executed, issued and accepted electronically (via



authenticated digital or similar electronic means) and will be effective when transmitted bearing a copy of a manual, digital or electronic signature.

(ii) **Amendments and Waivers.** Amendments to and waivers of the provisions of this Agreement must be in writing (including in a digital format) and signed as provided in Section 12(h)(i) above.

(iii) **Exercise of Rights.** Except as otherwise provided herein, no failure to exercise or delay in exercising any right, power or remedy will operate as a waiver thereof; nor will any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(i) **Notices.** Notices required or permitted to be provided hereunder will be in writing and, except as otherwise provided herein, will be valid and sufficient if delivered in person or sent by nationally recognized overnight courier or by email addressed to the Parties at the addresses listed on the cover page of this Agreement. Notices will be deemed received by the Party to whom notice is addressed on the date delivered, if delivered in person or by email, or on the next business day after being provided to a nationally recognized overnight courier service, delivery charges prepaid, for next day delivery.

(j) **Publicity.** Each Party may use the other Party's name and logo on its website and printed materials to identify Thrive as a service provider to Client.

(k) **Independent Contractor.** Each of the Parties is an independent contractor and neither Party is, nor will be considered to be, an agent, distributor or representative of the other. All personnel supplied or used by each Party will be its employees or subcontractors and each Party assumes full responsibility for the actions of such personnel and for the payment of their compensation (including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable.

END OF GENERAL TERMS AND CONDITIONS

**Prepared For**

Pelham City Hall
Matt Griffin
3162 Pelham Parkway
Pelham, Alabama 35124
United States

Ship To

Pelham City Hall
Matt Griffin
3162 Pelham Parkway
Pelham, Alabama 35124
United States

Bill To

Pelham City Hall
Matt Griffin
3162 Pelham Parkway
Pelham, Alabama 35124
United States

Service Order

This Service Order (including the appendices, if any, attached hereto, the "Service Order") is made by and between the Client named above and Thrive Operations, LLC, ("Thrive"), and is delivered pursuant to and governed by the Master Services Agreement between Client and Thrive dated as of September 30, 2022 (the "Agreement"). Capitalized terms used herein and not defined are used with the respective meanings ascribed to such terms in the Agreement.

Thrive's offer to provide Services as described below in this Service Order expires after 30 days from the date hereof unless it is accepted by Client as evidenced by Client's signing this Service Order as indicated below and returning it to Thrive. Once accepted by Client, this Service Order becomes part of the Agreement and binding on the Parties in accordance with the terms hereof and the Agreement with respect to the Services set forth below.

In consideration of the mutual promises contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thrive agrees to provide to Client, and Client agrees to accept from Thrive, Services as described and on the terms and conditions set forth below:

Services Breakdown

One-Time Services

Project Services

Qty	SKU #	Long Description	Price	Extended Price
1	TIFF0010	Premium Implementation Services (Fixed Fee) Provisioning and implementation of the Thrive services defined in the Recurring Services section of this Service Order. Fixed fee.	\$ 37,770.00	\$ 37,770.00
			TOTAL	\$37,770.00

Recurring Monthly Services

Managed Servers

Qty	SKU #	Long Description	Price	Extended Price
8	VSM011	Off-Platform, Supported, Client-Owned Host with Virtual Server	\$ 500.00	\$ 4,000.00



46	VSM012	Off-Platform, Supported, Client-Owned Virtual Server	\$ 150.00	\$ 6,900.00
1	SM100	Managed Server Patching Base Service	\$ 0.00	\$ 0.00
54	SM010	Managed Server Patching Enterprise	\$ 8.00	\$ 432.00
54	EPP010B	Endpoint Security and Response (per device)	\$ 8.00	\$ 432.00
2	VSM002	Off-Platform, Supported, Client-Owned SAN	\$ 525.00	\$ 1,050.00
			TOTAL	\$12,814.00

Recurring Monthly Services

Managed Backup

Qty	SKU #	Long Description	Price	Extended Price
1	TCB0201E	Managed Server Backup Service Appliance - 48TB	\$ 1,875.00	\$ 1,875.00
1	TCB0201E1R	Managed Server Backup with Cloud Retention - 48TB - 1 Year	\$ 6,740.00	\$ 6,740.00
			TOTAL	\$8,615.00

Recurring Monthly Services

Managed SIEM

Qty	SKU #	Long Description	Price	Extended Price
1	SIEM001	Managed SIEMaaS Base Service	\$ 0.00	\$ 0.00
160	SIEM002	Managed SIEMaaS (per device) Must be purchased with SIEM001.	\$ 6.14	\$ 982.40
3	SIEM002W	Managed SIEMaaS Advanced Windows Agent (25 agents) Must be purchased with SIEM002 or SIEM020. Additional (25) agents can be purchased for \$200/month.	\$ 225.00	\$ 675.00
1	SIEM022	Managed SIEMaaS Cloud Collector Appliance Virtual Machine (Shared Tenant) * Includes 4 vCPU, 8GB vRAM and 125GB Storage	\$ 175.00	\$ 175.00



TOTAL \$1,832.40

Recurring Monthly Services

Managed Vulnerability Scanning

Qty	SKU #	Long Description	Price	Extended Price
1	TSP018C	Vulnerability Scanning and Management - Quarterly (per location) Includes up to 100 devices.	\$ 650.00	\$ 650.00
1	TSP019C	Vulnerability Scanning and Management - 50 Additional Devices (Quarterly)	\$ 100.00	\$ 100.00
1	TSP017	Cloud Vulnerability Scanner Appliance Virtual Machine (Shared Tenant) * Includes 1 vCPU, 4GB RAM, 60 GB Storage	\$ 125.00	\$ 125.00
TOTAL				\$875.00

Recurring Monthly Services

Managed Infrastructure

Qty	SKU #	Long Description	Price	Extended Price
4	MFS0023BB	Fortinet Managed Firewall - Base 61F 24x7 * Enterprise Grade Security Appliance * Centralized Configuration Backup and Restore * Centrally Managed Firmware Updates * Does not include the vendor management of the ISP/WAN carrier	\$ 300.00	\$ 1,200.00
4	MFS0001IPS	Managed Firewall Based Intrusion Prevention System Service	\$ 0.00	\$ 0.00
4	MFS0001W	Managed Firewall Web Filtering Service	\$ 0.00	\$ 0.00
4	MFS0001AV	Managed Firewall Protection Service (Antivirus/Anti-Spyware)	\$ 0.00	\$ 0.00
4	NM001FF	Client-Owned Fortinet Firewall	\$ 250.00	\$ 1,000.00
35	NM001AS	Off-Platform, Supported, Client-Owned Access Switch	\$ 80.00	\$ 2,800.00
8	NM001CS	Off-Platform, Supported, Client-Owned Core Switch	\$ 170.00	\$ 1,360.00



58	NM001APC	Managed Wireless Access Point (Controller Based, Customer Ow	\$ 14.32	\$ 830.56
6	NM001SC	Managed ISP Services (per site)	\$ 75.00	\$ 450.00
1	NM001W	Managed WAN Connectivity	\$ 126.00	\$ 126.00
1	ICDOM100	InCare Monthly Support Management of Domain	\$ 50.00	\$ 50.00
			TOTAL	\$7,816.56

Recurring Monthly Services

End User Support

Qty	SKU #	Long Description	Price	Extended Price
1	DSA100	Managed Duo Secure Access Base	\$ 0.00	\$ 0.00
264	DSA001A	Duo MFA Subscription (per user)	\$ 3.00	\$ 792.00
1	TCSR0015	Technical Advisory Services * Strategic Technical Road Mapping* Technology Business Review (TBR)* Lead for Technical Business Conversations* Advisement on new technology/solution environment readiness* Assistance with Account technical due diligence services* Assistance with cyber insurance compliance * Assistance with vendor selection	\$ 0.00	\$ 0.00
370	TCB0015	Microsoft 365 Tenant Backup (per user)	\$ 2.50	\$ 925.00
1	O365200	O365/M365 Management and Security Monitoring Base Service	\$ 0.00	\$ 0.00
370	O365200A	O365/M365 Management and Security Monitoring (per user)	\$ 3.00	\$ 1,110.00
289	TPU1000P-SE	End User Support 24x7 Platinum SE	\$ 25.00	\$ 7,225.00
1	DM100	Managed Workstation Patching Base Service	\$ 0.00	\$ 0.00
273	DM001	Managed Workstation Patching Essentials	\$ 5.00	\$ 1,365.00



September 27, 2022
Service Order: CON-016570
Q-10570

1	EPP010-SE	Endpoint Security and Response Base Service SE	\$ 0.00	\$ 0.00
28	EPP010A	Endpoint Security And Response (10 endpoints)	\$ 32.00	\$ 896.00
			TOTAL	\$12,313.00

Recurring Monthly Services

Discount

Qty	SKU #	Long Description	Price	Extended Price
1	TCD0001	Sales Managed Services Recurring Discount	-\$ 9,500.00	-\$ 9,500.00
			TOTAL	(\$9,500.00)



Services Summary Breakdown

One Time Services

Service Description	Ext Price
Project Services	\$ 37,770.00
One-Time Services Total:	\$ 37,770.00

Recurring Monthly Services

Service Description	Ext Price
Managed Servers	\$ 12,814.00
Managed Backup	\$ 8,615.00
Managed SIEM	\$ 1,832.40
Managed Vulnerability Scanning	\$ 875.00
Managed Infrastructure	\$ 7,816.56
End User Support	\$ 12,313.00
Discount	-\$ 9,500.00
Recurring Monthly Services Total:	\$ 34,765.96



Service Order - 12 Months

SCOPE OF SERVICES

Client acknowledges that technology is inherently complicated and that if unforeseen circumstances exist within Client's environment that prevent or delay Services from being installed or delivered, then such prevention or delay will not be considered a breach of this Service Order. Thrive will work with Client to correct such circumstances and may suggest alternative products or additional services to correct the circumstance(s). All work delivered outside the scope of this Service Order must be agreed to by both parties in writing prior to work being performed.

TERM & TERMINATION

The term of this Service Order (the "Term") will begin on the date hereof and, with respect to recurring monthly Services provided for herein, subject to the terms of the Agreement, will continue through the last day of the twelfth (12th) month following the Service Provisioning Completion Date for this Service Order; provided that the Term will automatically renew for successive terms of the same duration as the initial Term unless either party provides the other party notice of its intention not to renew this Service Order at least ninety (90) days before the end of the then current Term.

If Client cancels prepaid Services not yet delivered then Client is entitled to the delivery of those Services but not a refund. All discounts provided for herein will automatically expire at the end of the initial Term.

Termination of this Service Order prior to the end of the Term either by Client, other than as permitted by and in accordance with the terms and conditions of the Agreement following Thrive's breach hereof, or by Thrive as permitted by and in accordance with the terms and conditions of the Agreement following Client's breach hereof shall, obligate Client to pay Thrive immediately upon demand, (i) all sums then due and unpaid under the Agreement and this Service Order plus (ii) an amount equal to the fees for Recurring Monthly Services specified above in this Service Order (as such fees for Recurring Monthly Services may subsequently be changed pursuant to a change order or other amendment signed by the parties specifically referencing this Service Order) over the period commencing on the date of such termination and ending on the last day of the then current Term hereof.

BILLING

Thrive will invoice Client for one-half (50%) of the price set forth herein for the One-Time Service(s) when Thrive initiates providing such One-Time Service(s) and will invoice the remaining balance upon completion thereof; provided, however, in the case of those One-Time Service(s) the price for which is less than \$2,500, Thrive will invoice Client for the entirety of such price when Thrive initiates providing such One-Time Service(s).

HOURS OF IMPLEMENTATION

If Client prefers that Thrive provide some or all of the Services outside of Thrive's Business Hours, generally Monday through Friday from 9:00AM to 5:30PM EST unless otherwise specified, to reduce downtime during working hours, off-hours rates will be billed and will result in an increase to the cost estimate.

CLIENT CREDIT STATUS

Client and the authorized representative signing on behalf of Client hereby represent and warrant to Thrive that the authorized representative understands Client's financial condition and that, to the best of his/her knowledge, Client is financially solvent and is currently paying, and expects to continue to pay, its debts and obligations as they become due.

IN WITNESS WHEREOF, the parties have caused this Service Order to be executed by their duly authorized representatives as of the date hereof.

CLIENT: Pelham City Hall

By: _____
Name: _____
Title: _____
Date: _____
Customer PO: _____

Thrive Operations LLC

By: _____
Name: _____
Title: _____
Date: _____

Managed Firewall Scope of Service

Service Definition

Thrive Managed Firewall Service provides fully managed edge security utilizing the Fortinet FortiGate Unified Threat Management platform. The service includes the physical or virtual FortiGate firewall with full monitoring and management of the firewall configuration, policies and rules.

The service shall include:

- Fortinet FortiGate firewall device(s) as indicated in the Thrive Service Order including subscriptions for optional services below where applicable
- Stateful packet filtering
- Network Address and Port Address Translation
- 10 configuration changes per month per device
- 1 DMZ
- 3 VLAN's
- Regularly scheduled review of firewall firmware and base configuration to confirm compliance with Thrive standards
- OPTIONAL add-on services
 - Intrusion Prevention Service
 - Web Filtering
 - Gateway Anti-Virus/Anti-Spyware
 - VPN Service
 - FortiClient VPN Connectivity Only
 - Split-tunnel VPN Routing Policy with networks local to FortiGate Firewall to be included by default within VPN policy
 - VPN connectivity to multiple sites supported if there is established connectivity between those sites and the site hosting the Thrive Managed FortiGate
 - SSLVPN Portal configured with default self-signed SSL certificate unless certificate provided by customer
 - FortiGate will be configured to assign IP addresses to VPN clients
 - SSO and MFA (multi-factor authentication) requires Azure Active Directory integration with appropriate Azure licensing; other identity providers may require a separate change order at additional cost

Thrive Scope of Work & Deliverables

- Thrive shall configure the Managed Firewall in accordance with Client's defined requirements. Upon activation of the Managed Firewall Service Client is responsible for confirming that the configured firewall is in accordance with Client's preferences and all appropriate and potentially impacted services are functioning as expected
- Upon completion of installation and upon Client request, Thrive will administer all changes and modifications to the firewall rule sets and configurations. Basic configuration changes include such actions as:
 - Firewall rule set modification
 - Device firmware upgrades, configuration backup and recovery as needed

- Problem, Incident, and Change Management
- Thrive shall perform a regularly scheduled review to confirm firewall is in accordance with Thrive's documented firmware and base configuration standards
- Thrive shall be responsible for the ongoing hardware and firmware maintenance of the firewall service.
- **OPTIONAL Firewall Web Filtering Service Add-on**
 - If included in the Thrive Service Order, Thrive shall provide client documented Thrive standards for Web Filtering configuration. An additional one-time cost may be incurred by client if customizations to Web Filtering configurations are required.
- **OPTIONAL Firewall Protection Service (Antivirus/Anti-Spyware) Add-on**
 - If included in the Thrive Service Order, Thrive shall configure firewall antivirus/anti-spyware policies according to Thrive standards and cybersecurity best practices. An additional one-time cost may be incurred by client if customizations to Antivirus/Anti-Spyware configurations are required.
- **OPTIONAL Firewall Based Intrusion Prevention System Add-on**
 - If included in the Thrive Service Order, Thrive shall configure firewall Intrusion Prevention System policies according to Thrive standards and cybersecurity best practices. An additional one-time cost may be incurred by client if customizations to Intrusion Prevention System configurations are required.
- **OPTIONAL VPN Service Add-on**
 - Thrive shall configure the FortiGate SSLVPN in accordance with specifications defined within the Service Definition. Customization may require a separate change order at additional cost
 - Thrive is responsible for troubleshooting and resolving issues specifically related to the FortiGate SSLVPN configuration or its availability

Client Responsibilities

- Client shall provide Thrive with sufficient information and documentation necessary to properly setup, configure, install & manage the Managed Firewall Service. If Client is unable to provide information, Client may elect to have a Thrive engineer review any existing firewall configurations to gather required information for an additional fee.
- Client shall provide the Thrive Deployment Engineer with all LAN/WAN IP Schemes.
- Client shall provide Client escalation contacts to Thrive for service event notification.
- Client shall provide the appropriate space, power, and cooling for the firewall as specified by the equipment manufacturer.
- Client shall allow Thrive to install firmware upgrades, critical updates and patches based on the Thrive provided maintenance window, or provide Thrive with scheduled and emergency maintenance windows as needed to install firmware upgrades, critical updates and patches.
- **OPTIONAL VPN Service Add-on**
 - Client shall be responsible for distribution and installation of the FortiClient VPN Only client to user endpoints unless endpoints managed by Thrive
 - Client shall be responsible for configuring and managing 3rd party identity or authentication providers unless provider is managed by Thrive
 - Client shall be responsible for troubleshooting and/or resolving issues related to 3rd party identity or authentication providers not managed by Thrive
 - Client shall be responsible for troubleshooting and resolving network connectivity issues to destinations not supported by Thrive

Service Limitations

Client acknowledges and agrees that the Managed Firewall Service constitutes only one component of an overall security program and is not a complete and comprehensive security solution.

Firewall hardware and software platforms have vendor specified bandwidth throughput and connection limitations which are impacted by the security features selected for activation by the Client. Thrive will consult with the Client to select the appropriate firewall platform based on information provided during the initial consultation to review security requirements. Security services that are activated at the request of the Client after the initial consultation or firewall configuration that negatively impact the performance of the hardware and software are the responsibility of the Client. Thrive will work with the Client to select another firewall platform that may result in additional monthly fees.

Service does not include the vendor management of the Internet Service Provider (ISP) or Wide Area Network (WAN) carrier.

Equipment Return. Upon termination or expiration of the Managed Firewall Service, Client shall return all hardware and software components of the firewall system provided by Thrive to Thrive at Client's expense. If Client fails to return all components of the firewall system to Thrive within 10 days after termination or expiration, Client will continue to be liable for and obligated to pay monthly recurring charges for the Managed Firewall Service.

Service Exclusions. Any service not explicitly included in the Thrive Service Order or Managed Firewall Service Definition above is considered optional and may be provided under separate agreement for an additional fee.

Thrive Managed Microsoft 365 Backup Scope of Service

Thrive's Managed Microsoft 365 Backup Service provides data protection for Microsoft 365 services against accidental deletion and security threats, including Exchange, OneDrive for Business, and SharePoint data.

Service Definition

The service shall include:

- Daily data backup of:
 - Exchange Online
 - SharePoint Online
 - OneDrive for Business
 - Microsoft Teams
 - Microsoft 365 Groups
 - Project Online (Requires MS Project subscription)
 - Planner
 - Public Folders (Requires M365/O365 service with Exchange Online subscription)
- Unlimited data retention and storage to a single central cloud storage repository
- Optional backup of Salesforce data for an additional monthly service fee
- Optional Multi-Geo backup to regional cloud storage repositories to meet data residency requirements

Thrive Scope of Work and Deliverables

- Thrive shall configure the Microsoft 365 backup jobs to be performed daily. All Client data will be stored in Microsoft Azure storage.
- Thrive shall monitor the status of backup jobs to ensure scheduled completion and remediate any failed backups.
- Thrive shall upon Client request provide restoration of Microsoft 365 data including Exchange items, OneDrive accounts, files and folders, SharePoint sites, documents, lists or libraries and Teams sites and channels.

- If Client subscribes to the optional Salesforce backup service:
 - Thrive will perform daily backup of the Client Salesforce data
 - Thrive will restore Salesforce data upon request from Client
- If Client subscribes to the Thrive Microsoft 365 Multi-Geo Tenant Backup service, Thrive will configure data backup to cloud storage repositories within the geographical region of the users.

Client Responsibilities

- Provide Thrive with the valid Microsoft 365 credentials to connect the backup service to the Client's Microsoft 365 Tenant.
- If Client subscribes to the optional Salesforce backup service, provide Thrive with the Salesforce organization valid login credentials
- If Client subscribes to the Thrive Microsoft 365 Multi-Geo Tenant Backup service, Client must also have a Microsoft 365 subscription that supports Multi-Geo tenancy and the add-on subscription for Multi-Geo service.

Service Exclusions. Any service not explicitly included in the Service Definition above or defined in the Service Order is considered optional and may be provided under separate agreement for an additional fee.

Thrive O365/M365 Management and Security Monitoring Scope of Service

Thrive's O365/M365 Management and Security Monitoring Service provides administrative management of the Client's Microsoft 365 tenant and user accounts and proactive monitoring and alerting for security events within the Microsoft Office 365 tenant. The service monitors for potentially malicious activity within the Client's Microsoft tenant and alerts Thrive's Security Operations Center for review, investigation, and response.

Service Definition

The service shall include:

- Microsoft 365 license procurement.
- Microsoft 365 tenant creation and ongoing administration.
- Microsoft 365 User account and Security Group creation and ongoing administration.
- Microsoft 365 User account license assignment and reassignment within tenant.
- Administrative moves/adds/changes to tenant and user accounts
- Configuration of monitoring of Client O365/M365 tenant
- Review and investigation of critical O365/M365 security alerts by Thrive Security Operations
- Remediation guidance on actionable alerts

Scope of Work & Deliverables

- Creation of the Microsoft 365 tenant for new deployments. If Client has an existing Microsoft 365 tenant, Thrive shall coordinate with the Client to have the tenant associated with Thrive as a Partner of Record.
- Thrive shall create new user accounts within the Client tenant and provide ongoing license administration of those accounts.
- Thrive shall procure new product licensing and subscriptions based on Client requirements as defined in the Service Order. Licensing and subscription fees are not included in the Thrive Microsoft 365 Management Service fee.
- Thrive shall assign and reassign available licenses to user accounts within the customer tenant.
- Thrive shall administer requested moves/adds/changes to Microsoft 365 tenant and user permissions, policies, and configurations

- Microsoft 365 migration services can be provided by Thrive under a separate project and fee.
- Thrive shall configure monitoring platform to receive alerts from Microsoft Office 365/Microsoft 365 tenant
- Thrive shall monitor, investigate, and respond to critical O365/M365 security alerts. See appendix below for monitored critical alerts. Specific monitored alerts may be adjusted from the list below based on availability and severity level.
- Thrive shall provide notification to the Client primary contact of identified potential malicious activity with guidance on recommended actions.
- Thrive shall provide ongoing reporting on alerts through the Thrive Client Portal

Client Responsibilities

Client acknowledges that services and fees set forth in the Sales Order is based upon information that Client has provided to Thrive. In addition, the Client is responsible for the following:

- Client shall provide email domain name to be used for Microsoft 365 tenant.
- Client shall provide list of users and passwords for the Microsoft 365 accounts.
- Client shall provide access to public DNS services or provide access to an escalation point who can perform any necessary public DNS changes.
- If Thrive is assuming existing Microsoft 365 tenant, Client shall provide administrative access to the Microsoft 365 tenant and associate thrive as a Partner of Record.
- Client is responsible for all external systems that might relay mail through Microsoft 365 unless explicitly covered under a separately contracted service with Thrive.
- Client shall provide escalation contacts to Thrive for critical event notification.
- Client shall provide end user support for all Microsoft 365 software and applications unless Client is contracted for Thrive End User Support.
- If contracted for migration services, Client shall provide Thrive with administrator access to existing Exchange servers.
- In order to receive security monitoring, all client users must be configured for multi-factor authentication
- Client shall provide escalation contacts to Thrive for critical event notification
- Client shall provide Microsoft tenant admin credentials for tenants not managed by Thrive.

Service Limitations

- Thrive Microsoft 365 Management does not include creation or modification of Sites within Microsoft 365 applications (Teams, SharePoint, etc.)
- Requests for support should be initiated by the Client's named contact(s) or client centralized end user Help Desk. Microsoft 365 Management does not provide direct end user support.
- Security monitoring included with this service provides a baseline of threat alerting but this service is only one control that is needed to properly secure your tenant

Service Exclusions. Any service not explicitly included in the Service Definition above or Sales Order is considered optional and may be provided under separate agreement for an additional fee.

Appendix – Security Alerting

Application Event - SaaS Integration
Custom Compliance Event - High
IAM Event - Conditional Access Violation
IAM Event - Multi-Factor Authentication Disabled
IAM Event - Multiple Account Locks
IAM Event - Multiple Password Reset

IAM Event - User Location - Outside approved location
Policy Event - Admin Access Granted
Policy Event - Security Policy Change
IAM Event - Conditional Access Violation
IAM Event - Multi-Factor Authentication Disabled
System Compliance Event - Confirmed Phishing
System Compliance Event - Domain Email Restriction
System Compliance Event - Email Flow Delay
System Compliance Event - Email Forwarding
System Compliance Event - Email Sending Restriction
System Compliance Event - Exchange Admin
System Compliance Event - Exchange Forwarding
System Compliance Event - Forms Phishing Risk
System Compliance Event - Sensitive Data Failure
System Compliance Event - User Restriction
System Compliance Event - User Restriction Email

Thrive End User Support Platinum Scope of Service

Service Definition

Thrive End User Support Platinum is managed end user support, which is subscribed to on a per-user basis. The service will cover; one workstation, one mobile device and one tablet belonging to each end user entitled for support. Thrive support can be engaged directly by each user in accordance with Thrive support contact methods and response will be determined based on impact and urgency in accordance with Thrive's service level agreement (SLA's).

The service shall include:

- Incident triage remote support for one workstation, mobile device or tablet assigned to each entitled user.
- Remote request fulfillment for one workstation, mobile device or tablet assigned to each entitled user.

Thrive Scope of Work and Deliverables

- Thrive shall assist each end user entitled with service as it relates to incident triage and vendor escalation for device hardware or Windows software related support.
- Thrive shall assist each end user entitled with service as it relates to single user impacting request fulfillment in relation to the covered device(s) specified in the service description.
- Thrive shall license and install a Remote Monitoring and Management (RMM) software agent on all entitled Windows OS devices.
- If a hardware or Windows software component is to fail or display degraded performance, Thrive shall assist in triage and vendor support to remediate.
- Thrive will assist in fulfillment of a single user impacting request on the entitled user workstation (i.e., MS Office installation, adding network printer, etc.).

Client Responsibilities

- Client must maintain active vendor support agreement on any managed workstation, tablet or mobile device.
- Client shall provide Thrive proper access to IT environment to install required software agent. Client shall assist Thrive with deployment of software agent to all operating systems as required
- Client shall provide administrative access to operating systems for proper support and management. Thrive also requires a domain administrator account be made available for proper support and management.
- All managed client devices must:
 - Belong/be joined to an enterprise level global management solution and managed via Active Directory Domain or Azure Active Directory with Microsoft 365 Intune.

- Have access to the Internet for proper remote management of any covered devices.
- Qualify as a commercial grade device. For purposes of defining commercial grade, the device is not marketed by the manufacturer for home or personal use.
- Have enterprise level operating system installed. i.e., no "home" or consumer OS version
- Be within manufacturer warranty with active vendor support.
- Client shall communicate to Thrive via a service request of any adds and removals of users and/or systems in the scope of the service and is responsible for maintenance of active user/device lists which will be held in Thrive's CMDB (configuration management database).
- Client is responsible for licensing and maintaining active vendor support as well as day to day management of 3rd party applications.

Service Limitations

- The Windows Operating System version must be within the manufacturer's active lifecycle.
- Third party vendor triage may be initially reviewed as best effort support. For vendor level support, client must maintain active vendor support and subscribe to Thrive SaaS management services. Thrive vendor level support would then be limited to vendor availability and response.
- Any request for change impacting multiple users or identified as requiring 8 or more total hours of time to complete may be handled as a professional services formal project to ensure proper communication, handling, risk mitigation, etc.
- Any discrepancy between the quantities indicated on the signed sales order and the network management tool will result in a billing adjustment to remediate the discrepancy.
- Thrive shall provide onsite dispatch for physical hands-on troubleshooting as part of escalation support once deemed necessary by Thrive. Thrive may dispatch a contracted resource based on requirements such as location, technical skillset, timing, etc.
- All new user onboarding/offboarding requests (setup of domain or equivalent user account, email, addition to existing security/distribution groups or application must be submitted through Thrive Client Portal and will be subject to a one-time provisioning fee per request.

Service Exclusions

- Any service not explicitly defined in the End User Support service definition above is considered out of scope and may be provided under separate agreement for an additional fee.
- Windows workstation system builds, setup and configuration are not included and would be covered under a Thrive imaging program.
- Windows drivers and BIOS updates are not included in the service.
- Network or system (hardware) support of any kind that is not within the corporate managed or hosted environment (i.e. home or mobile triage).
- Windows Operating System upgrades (i.e., Windows 7-10) are not included in the service.
- Operating System/Third-Party application patching, antivirus and antispyware software as well as email filtering are not included in Thrive User support although, can be provided by Thrive with the appropriate service offering for an additional fee.

Service Level Agreement (SLA)

Thrive commits to meeting the following service level agreement as defined below unless otherwise stated in signed Thrive service

contract.

Classification of Issues	Description	Severity	Acknowledge Time	MTTR	Preferred Submission Method
Incident - High (Single User)	Incident which impacts one user or computer within a single customer and has an impact on overall user function.	High	Automated acknowledgement upon record generation	1 Hour	Portal/Chat/Phone
Incident - Low (Single User)	Incident which impacts one user or computer within a single customer and does not have an impact on overall user function.	Low	Automated acknowledgement upon record generation	4 Hours	Portal/Chat
Request (Single User)	Request for move add or change related to a single user or device entitled for managed support.	Normal	Automated acknowledgement upon record generation	24 Hours	Portal

- Acknowledgement: Client to receive autogenerated e-mail to confirm the case was created with case number assigned and the assigned priority for an engineer to respond based on contracted service level target listed in this service scope.
- Response: Client to receive direct contact from Thrive aligned with priority level based on contracted service level agreement.
- MTTR (Mean Time to Respond): A target metric measured monthly as the average time between case generation and response as defined above.

Client SLA Requirements

- Client must inform of any incident or impacting events via Thrive Client Portal, chat or phone to ensure proper impact and urgency are defined for proper priority assignment.
- Client must provide appropriate maintenance windows for any moves, adds or changes to be performed.
- Client devices must be powered on and available during scheduled time of service.
- Client must allow Thrive to troubleshoot if managed device is problematic.
- Managed hardware must be under active vendor support contract for appropriate vendor level engagement if necessary.
- Operating System must be within vendor support lifecycle.

Thrive Vulnerability Scanning and Management Scope of Service

Thrive Vulnerability Scanning and Management Service Definition

Vulnerabilities in firmware and software code can provide hackers and criminals access to your critical systems and sensitive data and exploits can provide a launching pad for attacks inside and outside your organization. Thrive Vulnerability Scanning and Management service is designed to meet the ever-growing need to assess and report on network and software vulnerabilities.

The service includes scanning, reporting, organization and consultation of vulnerability mitigation. Client input regarding assets that need to be protected are highly considered on the delivery of our advisory and reporting services. The primary goals for the Vulnerability Scanning and Management Service are to greatly decrease the existing vulnerabilities that exist in Client's environment and provide an ongoing vulnerability management program to keep exploits to a minimum.

The service shall include:

- Installation of Thrive provided vulnerability scanning appliance and/or remote scanning agent
- Discovery and classification of hardware and software assets for scanning

- External scanning for up to 256 IP addresses
- Internal scanning of discovered systems
- Review with Thrive and Client team to review scanning results and assess risk to the organization
- Guidance on high level remediation processes, including group policies, scripting, and network access policies
- Remediation of individual systems where applicable
- Thrive Vulnerability Management Dashboard

Thrive Scope of Work and Deliverables

- Thrive shall license and install vulnerability scanning tools within the Client internal network. The quantity of scanners required is dependent on the number of Client locations where devices to be scanned reside. Clients who have multiple sites connected through internal networking may be able to consolidate to a single scanner. Remote agents will be installed on user workstations that are not connected to an internal network if included in the Thrive Service Order.
- Thrive shall perform an automated discovery for hardware and software assets. The number of devices is determined by the vulnerability scanning tool. Any discrepancy between the quantities indicated on the attached Service Order and the Vulnerability Scanning tool will result in a billing adjustment to remediate the discrepancy.
- Thrive shall perform automated scanning to identify external and internal vulnerabilities of discovered systems.
- Thrive shall create and dedicated tenant and provide secure access to the Thrive Vulnerability Management Dashboard for visibility and co-management of vulnerabilities.
- Thrive shall provide vulnerability assessment documentation to review results and assess risk to the organization. Remediation service is dependent on the impacted device and the management level Thrive has for the affected device, system, or platform. Review interval is dependent on the subscribed service (Monthly, Quarterly, or Annually)

Client Responsibilities

- Client shall provide the Thrive Security team with sufficient access to the network to install the vulnerability scanning tools.
- Client shall provide the compute resources to install the Thrive scanning tool appliance. The virtual appliance requires 1 CPU's, 4 GB of RAM, and 60GB of storage on a virtual machine. Alternately, Thrive can provide a cloud hosted scanner for an additional fee.
- Client shall be responsible for deployment of the remote scanning agents on subscribed servers and workstations. If Client subscribes to Thrive Managed Server and/or Thrive End User Support managed services, Thrive shall perform the remote scanning agent installation utilizing existing Remote Monitoring and Management (RMM) tools in the agent deployment.
- Client shall provide Thrive a list of any devices to be excluded from scanning.
- Client shall actively participate with Thrive Security Engineers in the Vulnerability Management practice prior to and after service kickoff, including co-management of vulnerability status in the Thrive Vulnerability Management portal.
- Client shall be responsible for remediation of vulnerabilities on any device not contracted for and under active management by Thrive.
- Client shall accept risk of certain vulnerabilities as remediation for all items is not commercially reasonable. Thrive will work with Client and advise on situations where actual exploitation of vulnerabilities is highly unlikely.
- Client shall provide escalation contacts to Thrive for critical event notification.

Service Exclusions. Any service not explicitly included in the Vulnerability Management Definition above is considered optional and may be provided under separate agreement for an additional fee.

Thrive Endpoint Security and Response

Thrive Endpoint Security and Response Service Description

Thrive Endpoint Security and Response service provides Next Generation detection & protection for servers and workstations. With the

advent of sophisticated malware such as fileless attacks and zero-day executables, a feature rich signature-less endpoint solution is needed in many organizations. Our solution offers all of the necessary features to combat advanced endpoint attacks while meeting multiple compliance guidelines that typically require traditional antivirus protection.

The service shall include:

- Workstation and server endpoint software security agent
- Cloud-based aggregation and processing of security events
- One (1) Client administrator login for reporting and visibility
- Management of whitelist exclusions for common applications
- Device Isolation in the event of attack or theft
- USB Blocking Functionality (requires implementation plan)
- Alerting to Thrive Security Operations Center (SOC) for all Malicious and Suspicious level events

Thrive Scope of Work and Deliverables

- Thrive shall provide all license subscriptions for the endpoint security agents.
- Thrive shall perform initial configuration of Client console and develop ongoing support strategy including Client communication and general steps on response handling for threats generated by the Thrive endpoint security platform.
- Thrive shall perform investigation and analysis of all Malicious and Suspicious level alerts and determine response actions, if required. Thrive shall provide notification to the Client of events that require action with remediation instructions. If the affected endpoint is under management by Thrive under separate Managed Server or End User managed services, Thrive shall remediate the endpoint provided it can be accessed remotely by Thrive.

Client Responsibilities

- Client shall be responsible for deployment of the software security on subscribed servers and workstations. If Client subscribes to Thrive Managed Server and/or Thrive End User managed services, Thrive shall perform security agent installation utilizing existing Remote Monitoring and Management (RMM) tools in the agent deployment.
- Client shall ensure all required server, workstation and firewall ports are open to all the endpoint security agents to communicate to the Thrive security platform.
- Client must notify Thrive of any new servers or workstations requiring an endpoint security agent subscription and deployment and of workstations and servers that are removed or decommissioned.
- If Client requires integration with a 3rd party Security Information and Event Management platform, Thrive shall assist with consultation related to the Thrive endpoint security platform configuration.

Service Limitations

- If the endpoint security agent is reported in the management console as "Degraded", Thrive will not investigate end user workstations or servers for compatibility or insufficient resource issues that prevent the security agent from operating (unless subscribed to Thrive End User support)
- The security agent does not provide scheduled or on-demand scans.

Service Exclusions. Any service not explicitly defined in the Endpoint Security and Response Service Description definition above is considered out of scope and may be provided under separate agreement for an additional fee.

Thrive Essentials Workstation Patching Scope of Service

Thrive Essentials Workstation Patching Service provides automated software updates on workstations running supported versions of Microsoft Windows and Apple MacOS operating systems. The service is designed to reduce software vulnerabilities through regularly scheduled security and critical patches to meet security and compliance requirements.

The service shall include:

- Installation of Critical and Security Microsoft Windows software updates via automated patching procedures
- Installation of Apple MacOS software updates via automated patching procedures
- Immediate deployment of patches once released by the Operating System vendor and approved for install by Thrive
- Prompts to end users requesting approval to reboot patched workstations
- Automated remediation of failed patch installations via patch re-deployments
- Manual remediation of customer identified failed patches limited to the following efforts:
 - Scheduled Workstation Reboot
 - Manual Patch Installation
- Annual Windows 10 Feature Update upon Client request limited to no more than 2 deployment phases: testing and full deployment
- Standard OS Patching reports available through the Thrive Client Portal
 - Installed patches by device
 - Failed patches by device
 - Missing patches by device
 - Summary Patch Health Score
- OPTIONAL 3rd Party Application Patching * Requires Thrive 3rd Party Application Patching Service
 - Deployment of supported 3rd party application patches to Windows OS workstations and servers.

Thrive Scope of Work and Deliverables

- Thrive shall license and install a Remote Monitoring and Management (RMM) software agent on all contracted devices. Any discrepancy between the quantities indicated on the attached Service Order and the network management tool will result in a billing adjustment to remediate the discrepancy.
- Thrive shall perform automated Operating System updates for all contracted workstations and approved applications (if subscribed to Thrive 3rd Party Patching service).
- Thrive shall provide Client with access to a Client Portal to view patch status reports.

Client Responsibilities

- Client shall provide Thrive with sufficient access to IT environment to install required software agent. Client shall assist Thrive with deployment of software agent to all operating systems as required
- Client is responsible for rebooting patched workstations when prompted to do so. Failure to respond to reboot prompts can prevent the successful installation of current and future patches
- Client workstations and servers shall be up to date on all OS updates. If the client is more than two months behind at time of onboarding to Thrive management an additional scope of work will be quoted (not part of the service) for a one-time service to bring all devices to current OS Patching levels before regular monthly patching can be scheduled.
- Client shall be responsible for ensuring ongoing network connectivity between agent and Thrive Management Server. Agents must be able to communicate outbound to Thrive datacenters on TCP/UDP port 5721, TCP port 443, and TCP/UDP port 3478 and to all Microsoft Windows Update servers.

- Client shall provide administrative access to operating systems for automated patch installation and patch remediation. Thrive requires a domain administrator account be made available for patch deployment.
- All client devices must have access to the Internet to download OS Updates from Microsoft servers
- Client shall make available a time window for lightweight patch scanning.
- Client shall communicate to Thrive via a service request of any adds and removals of systems in the scope of the patching service.
- Client shall be responsible for requesting non-automated remediation of failed patches
- Client is responsible for the licensing and day to day management of 3rd party applications (if subscribed to Thrive 3rd Party Patching service).
- Client is responsible to request and schedule annual Windows 10 Feature updates and is to be limited to no more than 2 deployment phases: testing and full deployment

Service Limitations

- The Operating System version must be within the manufacturer's active lifecycle.
- If a Client has Active Directory Group Policies which control Windows Updates, Thrive will need to review the policies prior to any OS patching as it could conflict with a particular module in our Patching Tool
- This service includes patching for out of cycle critical patches. Thrive will work with the Client as these updates are released to apply on a mutually agreed upon window.
- SQL and Exchange Service Packs
 - Thrive will deploy Exchange and SQL updates offered from Windows Update only. Thrive will not deploy Exchange and SQL updates not offered by Windows Update.
 - Hot fixes not offered from Windows Update are out of scope of the patching service and are handled as a billable project.
 - Thrive will deploy service packs as part of automated patching windows but the oversight and remediation of these service packs will require an additional project plan or services.
 - If subscribed to the optional Thrive 3rd Party Patching Service, patching of third-party applications is limited by the software publishers as to what applications can be patched. If the software publisher removes support for automated patching or requires additional vendor specific licensing, the completion of those deployment will not be included in this service.

Service Exclusions. Any service not explicitly included in the Thrive Essentials Workstation Patching Service Definition above is considered optional and may be provided under separate agreement for an additional fee or may be covered under other Thrive managed services.

- Operating System Upgrades (i.e., Windows 7 to Windows 10) are not included in the patching service
- Windows drivers and BIOS updates are not included in the patching service

Thrive Managed SIEM as a Service

Thrive Managed SIEM as a Service Service Definition

Thrive's Managed SIEM as a Service (SIEMaaS) is a fully managed, hosted Security Incident and Event Management service and provides a service-oriented IT infrastructure monitoring solution which collects data from host systems, network devices, applications, SaaS and security platforms, and adds real-time context, analytics, and alerts for a more complete understanding of the environment. When a security event occurs, an Incident is created in the Thrive security platform and alerts are sent to the Client for review and analysis.

The service shall include:

- Implementation of dedicated SIEM tenant and SIEM log and data collectors
- 7x24x365 log collection and security monitoring
- Security monitoring of supported SaaS platforms based on available metrics
- Email notification on security and performance alerts
- Ongoing alert optimization
- Allowance of 10 Events Per Second per logged device or SaaS application
- Quarterly security event review upon request
- Security Incident Dashboard
- Monthly reporting through the Thrive Client Portal
- 90 Day log retention. Extended retention is available for additional storage fee
- Configuration backup of supported network devices

Thrive Scope of Work and Deliverables

- Thrive shall deploy and configure a secure SIEM tenant on the Thrive Security Platform.
- Thrive shall configure the required SIEM collector(s) on Client premises or hosted cloud environment. A minimum of one virtual collector is required either inside the customer network or on a cloud server.
- Thrive shall provide guidance on device protocol configuration including SNMP, WMI and OMI
- best practices.
- Thrive shall provide and configure an Advanced agent for each Windows or Linux server subscribed to the Managed Enhanced Agent service and provide agent installation guidance for servers not managed by Thrive.
- Thrive shall provide an allowance of ten (10) Events Per Second (EPS) per logged device or SaaS application. The total EPS allowance determined by the number of devices and applications subscribed for log collection. Additional EPS can be purchased if log events exceed EPS allowance. Thrive shall provide review of log volume and log collection and implement event filtering as required.
- Thrive shall configure email alert notifications to customer defined email recipients and/or distributions lists.
- Thrive shall configure a standard Performance Incident Dashboard
- Thrive shall provide monthly Incident reports through the Thrive Client Portal.
- Thrive shall provide basic network device configuration backup.

Client Responsibilities

- Client shall provide Thrive with the list of devices and network diagram for log collection and CMDB discovery of devices.
- Client shall provide the virtual resources below to install the collector at each location. Client shall provide the Thrive team with administrative access to the environment to install the virtual collector or assist Thrive to install the collector appliance. Each collector requires a minimum of:
 - 8GB Memory
 - 4 vCPU
 - 125 GB storage volume

- Client shall provide Thrive appropriate connectivity and administrative access to devices and applications that are required to deliver support or, provide technical assistance to Thrive to install the any required software or agent.
- Client shall configure endpoint devices for discovery. If devices are managed under Thrive Managed Infrastructure Services, Thrive will provide configuration service on covered devices.
- Client shall notify Thrive prior to making any changes to the devices that Thrive is collecting log data that may impact log collection , including external IP address changes which will prevent logs from being accepted by the Thrive Security Platform.
- Client shall configure any firewalls not managed by Thrive with the necessary network protocols to allow the collector to communicate with the Thrive Security Monitoring Platform.
- Client shall provide email contact and/or distribution lists for event notifications to be delivered.
- For Windows server log collection, Client shall provide Thrive with a Windows Domain Admin account for WMI monitoring.
- For network device log collection, such as switches, routers and firewalls, Client shall provide the necessary SNMP community strings and SSH access for monitoring and the client will be responsible for any SNMP configuration on their devices such as configuring a trusted SNMP host.
- For Windows server monitoring data collection, Client shall provide Thrive with a Windows Domain Admin account for WMI and OMI monitoring.
- Client shall be responsible for site network connectivity to ensure collector can transmit logs the Thrive Security Platform.

Service Limitations

- Service includes up to three Collectors to be deployed at the customer premise for data and log collection. Additional Collectors can be provided for an additional monthly service fee
- Service Includes up to 5 VPN connections from Collector(s) to remote locations for log collection. Additional VPN connections may be added for an additional monthly service fee.
- Thrive will monitor ports on switches designated by Client to be critical ports such as ports for Wide Area Network (WAN) links, servers, network devices, etc.
- Collector virtual resources provided by Client must be on supported version of VMWare or Hyper-V

Service Exclusions. Any service not explicitly included in the Managed SIEMaaS Service Definition above is considered optional and may be provided under separate agreement for an additional fee.

Thrive Managed Infrastructure Scope of Service**Service Definition**

Thrive shall provide 7x24x365 monitoring, management and support for all devices and systems specified in this Service Order provided the device or system meet the Minimum Hardware, Operating System, and Software Standards defined below.

The service shall include:

- 7x24x365 monitoring of all subscribed devices
- Remote troubleshooting and remediation upon monitoring alert or Client reported issue
- Administration of changes and modifications to device configurations

Minimum Hardware, Software and Operating System Standards

- All devices must be a business or enterprise grade platform. These are defined as devices that are full featured, high quality, and not generally used by home consumers.
- All network devices, appliances, servers, storage arrays, hypervisors, software, and operating systems must be in the OEM's (Original Equipment Manufacturer) active product support lifecycle during the term of the contract.

- Client must maintain OEM or approved 3rd party support for all devices and software under management during the term of the contract.
- Any device or software not under an active OEM or 3rd party support contract will be supported on a 'best effort' basis.
- Support and management of virtualization hypervisor software is limited to VMware vSphere and Microsoft Hyper-V platforms.
- Thrive reserves the right to exclude monitoring, managing, or supporting any network device, server, storage array, hypervisor, software or operating system, or any other platform that does not meet the minimum requirements above and will recommend appropriate replacements. Thrive can provide recommended replacements for an additional monthly fee.
- For devices or software under contract for Managed Services that are noticed by the OEM as End of Support during the contract term:
- Client acknowledges and agrees that hardware and software utilized beyond the OEM lifecycle period poses a security risk and holds Thrive harmless for any security issues that arise from use of any such device or software that is no longer supported by the OEM.

Thrive Scope of Work and Deliverables

- Thrive shall monitor all devices listed in the Covered Equipment List above to identify potential performance or service impacting issues. In the event an issue is identified, Thrive Operations will be notified by the monitoring system to initiate remote diagnosis and troubleshooting the issue.
- Thrive shall administer all configuration changes and modifications to the devices and systems upon Client request. Firmware and/or Operating System upgrades or patches for Client owned non-Windows devices in the Covered Equipment List is not included as part of the monthly Managed Infrastructure service. Thrive can provide this service as a separate Project for an additional one-time fee per upgrade cycle.
- Thrive shall install software patches for all covered servers running supported versions of Microsoft Windows Server, either through regularly scheduled weekly patch releases or through emergency updates in response to urgent critical security threats.
- Thrive shall provide onsite dispatch for physical hands-on troubleshooting as part of escalation support once deemed necessary by Thrive. Thrive may dispatch a contracted resource based on requirements such as location, technical skillset, timing, etc.

Client Responsibilities

- Provide Thrive with Administrator level access to all devices and systems under management.
- Contract for and maintain support for all applicable devices and systems for the term of the agreement.
- Thrive may require Client to execute a letter of authorization in which Client authorizes Thrive to contact applicable vendors to request services from such vendors or to make inquiries. Client's failure to provide Thrive with a letter of authorization in a timely manner may result in the delay in the provisioning of vendor management services hereunder.
- Provide Thrive with scheduled and emergency maintenance windows as needed to install critical updates and patches.
- All Client provided software must be genuine and properly licensed. Client is solely responsible for ensuring all Client provided software licensing is compliant.
- Client shall subscribe to either Thrive Enterprise or Enterprise Plus Server Patching service for all Windows servers under Thrive management
- Client shall subscribe to either Thrive standard Managed AntiVirus or advanced Endpoint Protection and Response service for all servers under Thrive Management

Service Level Agreement (SLA)

Thrive commits to meeting the following service level agreements as defined below unless otherwise stated in signed Thrive service contract.

Classification of Issues	Description	Severity	Priority	Acknowledge Time	Response Time
Major Incident	Business impacting event effecting multiple clients or entire customer where service(s) or system(s) are down causing significant impact.	1 Emergency	P1	Automated Acknowledgement upon record generation	15 minutes
Critical Incident	Issue which impacts multiple users or departments within a single customer or single user down thus degrading overall business function.	2 Critical	P2	Automated Acknowledgement upon record generation	30 minutes
Urgent Incident	Issue which impacts one user or computer within a single customer and has impact to overall user function.	3 Urgent	P3	Automated Acknowledgement upon record generation	60 minutes
Normal Incident	Issue which impacts one user or computer within a single customer and does not have impact to overall user function.	4 Normal	P4	Automated Acknowledgement upon record generation	4 Hours
Request	Client request to move, add or change service which would impact department(s), user(s), service(s) or system(s).	5 Low	P5	Automated Acknowledgement upon record generation	24 hours

Acknowledgement: Client to receive autogenerated e-mail to confirm the case was created with case number assigned and the time estimated for an engineer to respond based on contracted service level agreement.

Response: Client to receive direct contact by phone / email aligned with priority level based on contracted service level agreement.

Major Incident: This priority can only be initiated via a phone call and carries a 15-minute response from the time the call is received by a technical resource. Portal, emails and voicemails are not accepted in this priority until the content of the request is received and acknowledged.

Client SLA Requirements

- Client must inform of any incident or impacting events via phone or Thrive Client Portal to ensure proper impact and urgency are defined for proper priority assignment.
- Client must provide appropriate maintenance windows for any moves, adds or changes to be performed.
- Client devices must be powered on and available during scheduled time of service.
- Client must allow Thrive to troubleshoot if managed device is problematic.
- Managed devices must be under active vendor support contract for appropriate vendor level engagement if necessary.
- All devices and systems must be within vendor support lifecycle.

Service Exclusions. Any service not explicitly included in the Managed Infrastructure Service Definition or Thrive Scope of Work and Deliverables sections above is considered optional and may be provided under separate agreement for an additional fee.

Thrive Managed Internet Service Provider Scope of Service

Thrive Managed Internet Service Provider (ISP) Service Definition

Thrive Managed Internet Service Provider (ISP) service provides monitoring and vendor management for Client provided Internet bandwidth services.

The service shall include:

- 24x7x365 monitoring of Client provided Internet service for up/down status
- Initial triage of monitoring alerts by Thrive Network Operations Center
- Creation and escalation of trouble ticket with ISP vendor for service outages
- Verification of service restoral and vendor resolution

Thrive Scope of Work and Deliverables

- Thrive shall monitor all contracted Client provided ISP services. The Thrive monitoring system will detect ISP outages and create an alert in Thrive's service automation and ticketing platform.
- Thrive shall troubleshoot alerted events to isolate and attempt to resolve any internet connectivity issues within Thrive's direct control
- Thrive shall contact ISP vendor support and open a trouble ticket with the service provider for events related to the Client provided ISP service
- Thrive shall escalate trouble tickets/service issues with the ISP as required
- If requested, Thrive can create a response protocol to notify the Client of ISP service outages.
- Thrive shall verify service restoral after ISP resolution of service outage

Client Responsibilities

- Provide Thrive with accurate ISP vendor listing and associated vendor support contact information
- Thrive may require Client to execute a letter of authorization in which Client authorizes Thrive to contact applicable vendors to request services from such vendors or to make inquiries. Client's failure to provide Thrive with a letter of authorization in a timely manner may result in the delay in the provisioning of vendor management services hereunder.

Service Exclusions. Any service not explicitly included in the Managed ISP Service Definition or Thrive Scope of Work and Deliverables sections above is considered optional and may be provided under a separate agreement for an additional fee.

Thrive Enterprise Server Patching Scope of Service

Thrive Enterprise Server Patching Service Definition

Thrive Enterprise Server Patching service provides automated software updates for servers running supported versions of Microsoft Windows operating systems. The service is designed to reduce software vulnerabilities through regularly scheduled security and critical patches to meet security and compliance requirements.

The service shall include:

- Installation of Critical and Security Microsoft Windows software updates via automated patching procedures
- If requested, fixed Server OS Patching schedules
- Optional quarterly meetings with Thrive to review OS patching success
- Automated remediation of failed patch installations via patch re-deployments
- Manual remediation of customer identified failed patches limited to the following efforts:
 - Scheduled Server Reboot
 - Manual Patch Installation
- Optional Alpha and Beta test groups patched before production servers.

- Patch Approval Change Control
- Standard OS Patching reports available through the Thrive Client Portal
 - Installed patches by device
 - Failed patches by device
 - Missing patches by device
 - Summary Patch Health Score
- OPTIONAL 3rd Party Application Patching *Requires Thrive 3rd Party Application Patching Service
 - Deployment of supported 3rd party application patches to Windows OS servers.

Thrive Scope of Work and Deliverables

- Thrive shall license and install a Remote Monitoring and Management (RMM) software agent on all contracted devices. Any discrepancy between the quantities indicated on the attached Service Order and the network management tool will result in a billing adjustment to remediate the discrepancy.
- Thrive shall work with the Client to determine and configure the fixed patching schedule.
- Thrive shall perform automated Operating System patching for all contracted devices and approved applications (if subscribed to Thrive 3rd Party Patching service).

Client Responsibilities

- Client shall provide Thrive with sufficient access to IT environment to install required software agent. Client shall assist Thrive with deployment of software agent to all operating systems as required
- Client servers shall be up to date on all OS updates. If the client is more than two months behind at time of onboarding to Thrive management an additional scope of work will be quoted (not part of the service) for a one-time service to bring all devices to current OS Patching levels before regular monthly patching can be scheduled.
- Client shall be responsible for ensuring ongoing network connectivity between agent and Thrive Management Server. Agents must be able to communicate outbound to Thrive datacenters on TCP/UDP port 5721, TCP port 443, and TCP/UDP port 3478 and to all Microsoft Windows Update servers.
- Client shall provide administrative access to operating systems for automated patch installation and patch remediation. Thrive requires a domain administrator account be made available for patch deployment.
- All client devices must have access to the Internet to download OS Updates from Microsoft servers
- Client shall make available a time window for lightweight patch scanning.
- Client shall communicate to Thrive via a service request of any adds and removals of systems in the scope of the patching service.
- If desired, client shall make available test groups and allow Thrive to complete testing procedures before patch deployment. Beyond security updates, software publishers may also introduce new features. New features and their impact will not be included as part of testing procedures.
- Client is responsible for the licensing and day to day management of 3rd party applications (if subscribed to Thrive 3rd Party Patching service).

Service Limitations

- The Operating System version must be within the manufacturer's active lifecycle.
- If a Client has Active Directory Group Policies which control Windows Updates, Thrive will need to review the policies prior to any OS patching as it could conflict with a particular module in our Patching Tool

- Thrive will attempt to remediate patches that failed to apply with a secondary Software Management Module. Manual patch remediation is the responsibility of the Client and is not included with the service unless the server is contracted for management with Thrive.
- This service includes patching for out of cycle critical patches. Thrive will work with the Client as these updates are released to apply on a mutually agreed upon window.
- SQL and Exchange Service Pack updates:
- Thrive will deploy Exchange and SQL updates offered from Windows Update only. Thrive will not deploy Exchange and SQL updates not offered by Windows Update.
- Hot fixes not offered from Windows Update are out of scope of the patching service are handled as a billable project.
- Thrive will deploy service packs as part of automated patching windows but the oversight and remediation of these service packs will require an additional project plan or services.
- If subscribed to the optional Thrive 3rd Party Patching Service, patching of third-party applications is limited by the software publishers as to what applications can be patched. If the software publisher removes support for automated patching or requires additional vendor specific licensing, the completion of those deployment will not be included in this service.

Service Exclusions. Any service not explicitly included in the Managed Server Patching Enterprise Service Definition above is considered optional and may be provided under separate agreement for an additional fee.

- Operating System Upgrades (i.e., Windows Server 2016 to Windows Server 2019) are not included in the service
- Windows drivers and BIOS updates are not included in the service

Service Level Agreement (SLA)

Thrive commits to application of Windows Operating System security updates within 30 days of patch release for the approved Operating Systems defined in the Scope of Services.

If the percentage of managed systems under contract are missing security patches approved for installation within 30 days exceeds 5%, Client is eligible to receive a service prorated credit for the Patching Service MRC as follows:

Percentage of Managed Systems Unpatched - Amount of Credit

Less than 5%: - None

5%-10% - 3 days prorated MRC

Greater than 10% - 5 days prorated MRC

Client SLA Requirements

- Client must provide appropriate maintenance windows for installation of approved patches.
- Client devices must be powered on during patching windows or have wake on LAN and enabled.
- Client must allow for reboots of servers during scheduled patching window
- Client must not be running any security software that may interfere with patch deployment
- Client must allow Thrive to troubleshoot patch installation if machine is problematic. During the troubleshooting process that machine will be exempt from the percentage count until patching

General SLA Requirements

- Operating System must be within vendor support lifecycle and capable of receiving updates
- Operating System must be supported by Kaseya agents.
- Client Change Control and Patch Freeze windows are excluded from the 30 day SLA commitment.
- Client must request credit via a Case through the Client Portal within 30 days of SLA violation.

- All credits issued will be applied to future service billing.

Exclusions from SLA

- Managed Workstation Patching Essentials Service
- 3rd Party Application Patching

Thrive Technical Advisory Services Scope of Service**Thrive Technical Advisory Services Definition**

Technical Advisory Services are subscribed at the client level contingent upon client's service composition and strategic needs. The general scope of technical advisory services include a combination of consultation, advisory, and strategic group sessions/meetings. These one-on-one sessions, phone inquiries, and a technical assistance program create a "tailored" curriculum-based approach as described below. Thrive will provide strategic recommendations and deliver technology roadmaps in alignment with Thrive NextGen Platform Services.

The service shall include:

- Discover
 - Develop and maintain a deep functional knowledge of client's business operations, goals, technical challenges, and critical infrastructure
 - Provide guidance and technology recommendations for planned business needs (growth, relocation, new initiatives)
- Assess
 - Schedule & conduct technical business conversations in alignment with client's business technology drivers
 - Review current business & technology trends and offer solutions to address and remediate
 - Assess business risk and potential opportunities within their IT environment and provide technical solutions and mitigation recommendations
 - Coordinate with Thrive's project team, for scope of work, assist with project and services implementation and participate in project meetings/calls
 - Assistance with account technical due diligence services
 - Assistance with cyber insurance compliance
 - Assistance with vendor selection
- Strategy
 - Perform strategic technical road mapping and Technology Business Review (TBR) encompassing client's specific technology needs
 - Mitigate risk, and provide solutions in alignment with Client's unique business challenges and requirements
 - Advisement on new technology/solution environment readiness
 - Assist with budget forecasting and financial cost analysis reports and documentation

Thrive Scope of Work and Deliverables

- Strategic Technical Road Mapping
- Technology Business Review (TBR)
- Lead for Technical Business Conversations

- Advisement on new technology/solution environment readiness
- Assistance with Account technical due diligence services
- Assistance with cyber insurance compliance
- Assistance with vendor selection

Client Responsibilities

- Client agrees to provide appropriate resources for ad-hoc and regularly scheduled business conversations
- Client agrees to provide sufficient notification related to project scoping, compliance, and due diligence documentation. Examples on sufficient timeframes below based on submittal of request via client portal:
 - Typical Office move (30 employees or less) - 60 days
 - Typical Office move (30 employees or more)– 120 days
 - Third-party vendor call – 7 days
 - Compliance or insurance diligence inquiry/call - 14 days

Service Limitations

- Advisory services and support from client's dedicated resources are limited to the client's current services rendered by Thrive with the exception of future services being scoped and discussed for client

Service Exclusions

- Any service not explicitly included in the Technical Advisory Services Definition above is considered optional and may be provided under separate agreement for an additional fee.

Thrive Managed Server Backup with Cloud Retention Scope of Service

Thrive's Managed Server Backup with Cloud Retention service provides fully managed data protection for on premise virtual and physical Windows and Linux servers. The service includes local backup to a physical or virtual appliance and secondary copy to the cloud repository.

Service Definition

The service shall include:

- Daily backup of virtual or physical Windows or Linux servers to a local Thrive provided backup appliance
- 1-year cloud, 7-year cloud or Infinite Cloud retention based on purchased retention type.
- Daily backups to cloud repository

Thrive Scope of Work & Deliverables

- Thrive shall configure the Managed Backup service in accordance with the services listed in the Thrive Sales Order.
- Thrive shall install all required software backup agents required to provide the backup service.
- Thrive shall configure and schedule the backup jobs to be performed once daily.
- Thrive shall monitor the status of backup jobs to ensure scheduled completion and attempt to restart any failed backups.
- Thrive shall upon Client request provide system and file level backups and system and file recovery to the original Client server or another server on the Client network.

- Thrive shall provide 24x7 monitoring of the Thrive provided backup device

Client Responsibilities

Client acknowledges that services and fees set forth in the Sales Order is based upon information that Client has provided to Thrive, including the number of servers backed up and the size of the data sets. In addition, the Client is responsible for the following:

- Client shall provide access to deploy agents on protected servers
- Client shall identify servers and data sets that will be backed up by the service. Provide Thrive with any exclusions for backup.
- Client shall provide Thrive appropriate network connectivity and administrative access to on premise equipment required to deliver support.
- Client shall notify Thrive of any changes in the Client's hardware, including any system configuration changes or any hardware or software upgrades, which may affect the ability to provide the Managed Backup Service.
- Client shall notify Thrive of any addition or removal of servers requiring backup.
- Client shall provide Client escalation contacts to Thrive for critical event notification.
- Client shall ensure that the appropriate backup software system requirements are maintained.
- Client shall support the local physical, logical and environmental controls including security, cooling and power for environment for any Thrive provided hardware or software.

Additional Terms and Conditions

Service Exclusions. Any service not explicitly included in the Service Definition above or Thrive Service Order is considered optional and may be provided under separate agreement for an additional fee.

Thrive Managed Duo Secure Access Scope of Service**Service Definition**

Thrive Managed Duo Secure Access provides Single Sign-On (SSO) and/or Multi Factor Authentication (MFA) delivered on the Cisco Duo platform. Clients may subscribe to one of three subscription options, Duo MFA, Duo Access, or Duo Beyond. The service provides secure access to client defined applications. Thrive support can be engaged directly in accordance with Thrive support contact methods and response will be determined based on impact and urgency in accordance with Thrive's service level agreement (SLA's).

The service shall include:

- Creation and management of a Duo account for Client
- Duo MFA, Duo Access or Duo Beyond Edition Subscriptions
- Import of users via directory sync, properly formatted CSV file, or manual addition
- Establishment of application protection and associated policies as desired by Client for up to 5 applications
- Support in the form of moves/adds/changes of configurations for the following Duo subscriptions:
 - Duo Multi-Factor Authentication
 - Duo Access
 - Duo Beyond

Thrive Scope of Work & Deliverables

- Thrive shall procure new product subscriptions based on Client requirements as defined in the Service Order.
- Thrive shall assign and reassign available subscriptions as requested by Client.

- Thrive shall administer requested moves, adds, and changes to user permissions, policies, and configurations for the secure access included in the Service Definition above.
- Thrive shall provide and configure Duo MFA and SSO for secure end user access.

Client Responsibilities

Client acknowledges that services and fees set forth in the Sales Order is based upon information that Client has provided to Thrive. In addition, the Client is responsible for the following:

- Client shall provide Thrive with a primary point of contact for the service.
- Client will provide point of contact with full administrative access for SSO configuration and support.
- Client shall provide Thrive with names, e-mail addresses, and departments (if desired) in CSV format to import users to the platform or allow Active Directory access for platforms that integrate directly with Duo Products.
- Client shall be responsible acquisition and management of third-party hardware tokens.
- Client shall provide authorization to Thrive to assume existing Duo tenant to facilitate migration to the Thrive MSP Console.

Service Exclusions.

Any service not explicitly included in the Service Definition above or Sales Order is considered optional and may be provided under separate agreement for an additional fee.

- Deployment of "Duo Network Gateway" will require a separate project for an additional fee.
- Deployment of Conditional Access features will require a separate project for an additional fee.

RESOLUTION 2022-10-17-08

Guarantee of Payment of the Commercial Development Authority's Line of Credit

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to guarantee payment of the Commercial Development Authority's Line of Credit.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the City of Pelham, pending final review by the city attorney, to execute an agreement with Central State Bank for the purpose of guaranteeing payment of the Commercial Development Authority's (CDA) Line of Credit in an amount not to exceed \$1,500,000.00 which shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED said Guarantee of Payment Agreement for the CDA's Line of Credit indebtedness to Central State Bank shall become a permanent part of this Resolution and is subject to a periodic review by the city council.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-10-17-08 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 17th day of October 2022.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 17th day of October 2022 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 17th day of October 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Michael Simon, Economic Development Director

DATE: October 11, 2022

SUBJECT: **Consideration of the CDA's Request for the City of Pelham to act as Guarantor on the CDA's Line of Credit**

INTRODUCTION

Resolution 2019-07-01-03 of the City Council approved the one-year renewal of the existing \$1 million Line of Credit dated July 19, 2016, established for use by the City's Community Development Authority (CDA) as financial support for its acquisition and redevelopment strategies as outlined in the 2016 Highway 31 Corridor Redevelopment Plan, and the Update 2018 Highway 31 Corridor Redevelopment Plan. In July of 2021, the Council approved their most recent one-year renewal of the CDA's Line of Credit under Resolution 2021-07-19-01, which expired on July 18, 2022, without the Council's renewal or the CDA's request for renewal (see Attachment A & B). Any use of the City's 2021-2022 line of credit was repaid in full by the CDA prior to the expiration date and naturally terminated in good standing.

Instead of relying on the City to provide a revolving line of credit to the Authority, the CDA has decided to establish its own line of credit to be accessed to further the goals and objectives as outlined in the Highway 31 Corridor Redevelopment Plan. By doing so, the City of Pelham will not have to obligate funding in its Fiscal Year 2023 Budget for this purpose.

The CDA has received very favorable terms from several financial institutions located in Pelham and the surrounding area. These terms include a revolving source of funds with a limit of \$1.5 million, an extremely low-interest rate, and no lender underwriting requirement when using the funds for land acquisition. However supportive each of the lenders has been, they have all requested that the City of Pelham agree to act as Guarantor on the line of credit application in the event of the CDA's default or existence.

The CDA is currently finalizing negotiations with Central State Bank located here in Pelham and will present their request for the City Council to act as a Guarantor on their behalf.

I am requesting that this item be placed on the next available City Council Work Session or Regular agenda for discussion with the Council.

If you have any questions or need additional information, please let me know.

MEMO ATTACHMENT "A"

RESOLUTION 2019-07-01-03

Authorizing the Renewal of a Line of Credit for the
City of Pelham, Alabama Commercial Development Authority

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to renew the existing Line of Credit in the amount of \$1,000,000.00 to the Pelham Commercial Development Authority (CDA).

NOW, THEREFORE BE IT RESOLVED by the Pelham City Council to renew the existing Line of Credit, dated July 19, 2016 in the amount of \$1,000,000.00 bearing a simple interest rate of two percent (2.00%) per annum for an additional one year term, which shall mature on July 19, 2020, for the Pelham Commercial Development Authority.

THEREUPON Beth McMillan, a councilmember, moved and Mildred Lanier, a councilmember, seconded the motion that Resolution 2019-07-01-03 be given vote, and said Resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed.

ADOPTED this 1st day of July 2019.




Rick Hayes
President of the Council


Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 1st day of July 2019 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 1st day of July 2019.




Tom Seale, MMC City Clerk/Treasurer

MEMO ATTACHMENT "B"

RESOLUTION 2021-07-19-01

Authorizing the Renewal of a Line of Credit for the
City of Pelham, Alabama Commercial Development Authority

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to renew the existing Line of Credit in the amount of \$1,000,000.00 to the Pelham Commercial Development Authority (CDA).

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to renew the existing Line of Credit, dated July 19, 2021 in the amount of \$1,000,000.00 bearing a simple interest rate of two percent (2.00%) per annum for an additional one year term, which shall mature on July 18, 2022, for the Pelham Commercial Development Authority.

THEREUPON Rick Wash, a councilmember, moved and Mildred Lanier, a councilmember, seconded the motion that Resolution 2021-07-19-01 be given vote, and said Resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 19th day of July 2021.



Maurice Mercer
Maurice Mercer, President of the Council

ATTEST

Tom Seale
Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 19th day of July 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 19th day of July 2021.



Tom Seale
Tom Seale, MMC City Clerk/Treasurer

ORDINANCE NO. 288-15

**AN ORDINANCE TO AMEND CHAPTER 5, ARTICLE I, SECTION 5-1 (3) (c)
OF THE CODE OF ORDINANCES OF THE CITY OF PELHAM, ALABAMA
TO ADJUST THE FEE FOR ISSUING BUSINESS LICENSES**

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Pelham, Alabama as follows:

Section 1. BUSINESS LICENSE ISSUE FEE ADJUSTED

Chapter 5, Article I, Section 5-1 (3) (c) Issue Fee of the Code of Ordinances of the City of Pelham, Alabama is hereby adjusted as following:

Sec. 5-1 (3) (c) – Issue Fee

For each license issued there shall be an issuance fee collected of fourteen dollars (\$14.00) and said issuance fee shall be collected in the same manner as the license tax.

Section 2. AUTOMATIC ADJUSTMENT

The City of Pelham’s business license issuance fee shall automatically adjust to the maximum amount applicable by law upon revision of the municipal business license issuance fee by the Alabama Department of Revenue pursuant to Section 11-51-90, Code of Alabama 1975 and Departmental Rule 810-8-5-.15, based on the U.S. Department of Labor’s Producer Price Index.

Section 3. SEVERABILITY

Each section and provision of this ordinance is hereby declared to be an independent section or provision. If any section or provision shall be declared void, invalid, or unconstitutional, the remaining sections or provisions shall not be affected but shall remain in full force and effect.

Section 4. EFFECTIVE DATE

This ordinance shall become effective on the 1st day of January 2023.

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 255-15 be given vote. The roll call vote on said motion was as follows:

- Maurice Mercer, Council President _____
- David Coram, Councilmember _____
- Larry Palmer, Councilmember _____
- Rick Wash, Councilmember _____
- Mildred Lanier, Councilmember _____

Ordinance No. 288-15 passed by majority vote of the Council and the Council President declared the same passed.

ADOPTED this 17th day of October 2022.

Maurice Mercer, Council President

David Coram, Councilmember

Rick Wash, Councilmember

[SEAL]

ATTEST

APPROVED:

Tom Seale, MMC, City Clerk/Treasurer

Gary W. Waters, Mayor

Date _____

POSTING AFFIDAVIT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing ORDINANCE No. 288-15 was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at a regular meeting of such Council held on the 17th day of October 2022 and duly published by posting an exact copy thereof on the 18th day of October 2022 at four public places within the city, including the Mayor's Office at City Hall, City Park, Water Works and Library, and at www.pelhamalabama.gov. I further certify that said ordinance is on file in the Office of the City Clerk/Treasurer and a copy of the full ordinance may be obtained from the Office of the City Clerk/Treasurer during normal business hours.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

NOTICE

Monday, August 1, 2022

Five-Year Adjustment to Municipal Business License Issuance Fees

Every five years, the Alabama Department of Revenue (ALDOR) is responsible for establishing and publishing adjustments to municipal business license issuance fees. Based on the U.S. Department of Labor's Producer Price Index, municipal business license issuance fees **remain or may be adjusted to a maximum amount of \$14, at the discretion of each municipality, for the license year beginning January 1, 2023.**

ALDOR is required by law to analyze the U.S. Department of Labor's Producer Price Index and determine how much municipal business license issuance fees should increase every five license years. ALDOR must then notify all municipalities and the Alabama League of Municipalities of any such fee increase no later than November 30 preceding the affected license year. (Section 11-51-90, Code of Alabama 1975, and Departmental Rule 810-8-5-.15).

Contact

Business and License Tax Division
Severance and License Section
P. O. Box 327550
Montgomery, AL 36132-7550
334-353-7827, Option 5
license.account@revenue.alabama.gov
