

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama at 5:00 p.m. on the 22nd day of October, 2018. The meeting was called to order by the Chairman of the Lauderdale County Commission, Danny Pettus. Upon roll call, the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Brad Holmes	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2
Legal Counsel:	
Christopher A. Smith	County Attorney

Chairman Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Chairman Pettus.

Awards and Presentations: None

Public Comments on Agenda items: None

Commissioner Holmes moved, seconded by Commissioner Parker that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion unanimously approved. Agenda is herein recorded and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion unanimously approved.

Commissioner Parker moved, seconded by Commissioner Garner to approve a resolution authorizing a change of the regularly scheduled Commission Meeting from Monday, November 12th, 2018 to Tuesday, November 13th, 2018 at 5:00 pm due to the Veteran's Day Holiday. Also, the regularly scheduled Commission Meeting of Monday, December 24th, 2018 is cancelled due to the Christmas Holiday. There being no discussion and upon a vote taken, motion is unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Garner to approve a resolution in agreement with the City of Florence, RCHP-Florence, The Healthcare Authority of Lauderdale County, and the City of Florence dba The Coffee Health Group to agree with the terms of demolition of the ECM Hospital along with the parking deck. This agreement also includes clean up of the property. The City of Florence and Lauderdale County will each pay RCHP one hundred and fifty thousand dollars each year for twelve years with the first payment to be due on January 15th, 2020. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of agreement are herein approved and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve a resolution to certify the HealthCare Support Agreement between the Lauderdale County Commission, the City of Florence, RCHP-Florence, LLC, The Healthcare Authority of Lauderdale County, and the City of Florence dba The Coffee Health Group. This resolution also gives authorization to attest said agreement. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Garner to approve a resolution authorizing a Memorandum of Understanding between the University of North Alabama (UNA) and the Lauderdale County Commission. This MOU will allow a partnership between the Lauderdale County Commission and the University of North Alabama which will provide any full time employee of Lauderdale County a tuition discount for any class offered by UNA. Commissioner Holmes stated that he wants to thank UNA for this opportunity. Commissioner Holmes also stated that he wants to thank Ross Alexander and Vincent Brewton for the work that they did to offer this program to the County. Commissioner Holmes further stated that this moves

the County and the University into a great partnership and it will be a benefit to our employees. Commissioner Hackworth stated that he wants all Lauderdale County Department heads to pass this information on to our County employees so that they can take advantage of this program. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution and copy of the Memorandum of Understanding are herein recorded and made part of these minutes.

Lauderdale County Sheriff, Rick Singleton, has requested that two deputies be allowed to travel out of state to Salt Lake City, Utah to attend the 2018 Spillman Summit Conference. The conference will be held on November 11th, 2018 through November 15th, 2018. Joe Hamilton and Reggie Gamble will be the two deputies attending the conference as representatives of Lauderdale County. Commissioner Hackworth moved, seconded by Commissioner Parker to allow the deputies to travel out of state. There being no discussion and upon a vote taken, motion unanimously approved. Travel request is herein recorded and made part of these minutes.

The invoiced bills were audited, allowed, and ordered to be paid upon a motion by Commissioner Holmes and seconded by Commissioner Parker. There being no discussion and upon a vote taken, motion unanimously approved.

CHECKS ISSUED OCTOBER 9TH, 2018 THROUGH OCTOBER 21ST, 2018

GENERAL-SPECIAL CHECK # 54018-54054	\$867,770.95
AGRI-BUSINESS FUND CHECK # 3686-3688	\$471.08
LEPA FUND CHECK # 8072-8078	\$4,525.60
GASOLINE TAX FUND CHECK # 16876-16888	\$102,601.15
PUBLIC BLDG., R & B SPECIAL CHECK # N/A	0.00
PUBLIC HIGHWAY & TRAFFIC FUND CHECK # N/A	0.00
AL. TRUST CAPITAL IMPROVEMENT FUND CHECK # N/A	0.00

RRR GASOLINE TAX FUND CHECK # N/A	0.00
REAPPRAISAL FUND CHECK # 11423-11432	\$24,604.73
REAPPRAISAL MONEY MARKET CHECK # N/A	0.00
TOURISM, REC. & CONVENTION FUND CHECK # N/A	0.00
RSVP FUND CHECK # 17192-17198	\$2,488.65
CHILD PROTECTION FUND CHECK # N/A	0.00
SERIES 2001 DEBT SERVICE FUND CHECK # N/A	0.00
CDBG FUND CHECK # N/A	0.00
SOLID WASTE FUND CHECK # 7375-7390	\$79,149.85
ACCOUNT PAYABLE FUND CHECK # 40778-40808	\$156,998.10
FIRE PROTECTION FEE FUND CHECK # N/A	0.00
INDUSTRIAL DEVELOPMENT TAX FUND CHECK # N/A	0.00
TOBACCO TAX FUND CHECK # N/A	0.00
TVA TAX FUND CHECK # N/A	0.00
Total	\$1,238,610.11

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period: None

There being no further business to come before the Commission and upon a motion made by Commissioner Parker and seconded by Commissioner Garner, the meeting was duly adjourned until the next regular meeting subject to call.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Holmes, Commissioner

Roger Garner, Commissioner

ATTEST:

Brenda Bryant, County Administrator

Fay Parker, Commissioner

Joe Hackworth, Commissioner

_____, 2018

The Health Care Authority of Lauderdale County

City of Florence, Alabama

Lauderdale County, Alabama

Re: Agreement for Demolition and Reconveyance

Dear Ladies and Gentlemen:

Reference is hereby made to that certain Asset Purchase Agreement, dated June 7, 2010 (the "Purchase Agreement"), by and among The Health Care Authority of Lauderdale County and the City of Florence, Alabama d/b/a the Coffee Health Group, a public corporation organized pursuant to the laws of the State of Alabama, including Section 22-21-310 *et seq.* of the Code of Alabama (the "Authority"), Regionalcare Hospital Partners, Inc., a Delaware corporation ("RegionalCare"), and RCHP-Florence, LLC, a Delaware limited liability company ("RCHP"), whereby RCHP purchased Eliza Coffee Memorial Hospital, a general acute care hospital located in Florence, Alabama ("ECM"), from the Authority. Lauderdale County, Alabama, organized and existing pursuant to the laws of the State of Alabama, including Section 11-1-1 *et seq.* of the Code of Alabama (the "County") and the City of Florence Alabama, organized and existing pursuant to the laws of the State of Alabama, including Section 11-40-1 *et seq.* of the Code of Alabama (the "City") hereby join in the execution of this letter agreement (this "Letter Agreement") in order to set forth the intentions of the parties with respect to the subject matter hereof.

In accordance with the terms of the Purchase Agreement, RCHP has built a replacement hospital in Lauderdale County, Alabama (the "Replacement Hospital") and is moving the operations of ECM to the Replacement Hospital. The parties hereto desire to set forth their agreements with respect to the buildings where ECM is currently located at 205 S. Marengo Street, Florence, Alabama 35630 (the "Buildings") and reconveyance of the real property on which the Buildings are located (the "Real Property") in order to fulfill RCHP's obligations under Section 9.7 of the Purchase Agreement.

In connection with the reconveyance outlined below, RCHP agrees to contract for and complete the demolition of the Buildings (the "Demolition") utilizing a properly licensed general contractor selected by RCHP. RCHP will engage the contractor using an American Institute of Architect's (AIA) form agreement. RCHP, through its engagement with a licensed

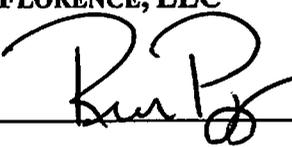
general contractor, will endeavor to have the demolition completed by December 31, 2019, and shall use commercially reasonable efforts to be in a position to re-convey the Real Property as described below no later than September 30, 2020. RCHP will require compliance with all applicable laws and regulations in connection with the demolition work performed by the licensed general contractor. RCHP shall pay the full cost and expense of the contractor performing the Demolition. RCHP will furnish the terms of insurance and indemnity obligations imposed on the licensed general contractor to the Authority and City for its consideration. RCHP shall endeavor to provide evidence of insurance to the Authority, the County and the City as may be appropriate.

Section 9.7 of the Purchase Agreement requires RCHP to re-convey the Real Property to the Authority in the event RCHP ceases to utilize any of the Real Property purchased from the Authority for healthcare activities. The parties hereto acknowledge and agree that the parties desire for RCHP to transfer the Real Property once the Demolition has occurred to the County and the City instead of the Authority as required by the Purchase Agreement. The Authority hereby assigns any and all rights that it may have pursuant to Section 9.8 of the Purchase Agreement with respect to the Demolition and conveyance of the Real Property to the County and the City. The parties hereby agree that following the Demolition, RCHP shall convey the Real Property to the County and the City by special warranty deed, substantially in the form attached hereto as Exhibit A (the "Deed") for no monetary consideration. In connection with the Deed, RCHP shall also execute and deliver to the City and the County and a title insurance company of their choice a standard and customary owner's affidavit. To the extent the City and the County desire to purchase a title insurance policy from a title insurance company of their choice, the costs of such title insurance policy shall be paid by the City and the County. The Deed shall provide that the Real Property shall not be used in any manner that is competitive with the business of the Replacement Hospital. The Deed shall convey the Real Property to the City and the County free from any material or labor liens from the demolition subject to those easements, conditions, covenants and restrictions which are of record and affect the Real Property. Upon the fulfillment of the obligations of RCHP contained in this Letter Agreement, RCHP shall have discharged in full its obligations under Sections 9.7 of the Purchase Agreement.

If you are in agreement with the foregoing, please execute this Letter Agreement in the space below and return to RCHP no later than _____, 2018.

Sincerely,

RCHP-FLORENCE, LLC

By: 
Name: Russell Pegg
Title: CEO

The undersigned hereby acknowledge their agreement to the foregoing matters.

**THE HEALTH CARE AUTHORITY OF LAUDERDALE COUNTY
AND THE CITY OF FLORENCE, ALABAMA D/B/A THE COFFEE
HEALTH GROUP**

By: *Danny Pettus*
Name: _____
Title: _____

LAUDERDALE COUNTY, ALABAMA

By: *Danny Pettus*
Name: *Danny Pettus*
Title: *Chairman Lauderdale County*

THE CITY OF FLORENCE, ALABAMA

By: *Steve Holt*
Name: *Steve Holt*
Title: *Mayor*

EXHIBIT A

FORM OF SPECIAL WARRANTY DEED

[To be provided]

HEALTHCARE SUPPORT AGREEMENT

THIS HEALTHCARE SUPPORT AGREEMENT (this "Agreement") is made and entered into as of October 31, 2018 (the "Effective Date"), by and among RCHP-Florence, LLC, a Delaware limited liability company ("RCHP"), The Health Care Authority of Lauderdale County and the City of Florence, Alabama d/b/a the Coffee Health Group, a public corporation organized pursuant to the laws of the State of Alabama, including Section 22-21-310 *et seq.* of the Code of Alabama (the "Authority"), Lauderdale County, Alabama, organized and existing pursuant to the laws of the State of Alabama, including Section 11-1-1 *et seq.* of the Code of Alabama (the "County"), the City of Florence Alabama, organized and existing pursuant to the laws of the State of Alabama, including Section 11-40-1 *et seq.* of the Code of Alabama (the "City").

Recitals

WHEREAS, RCHP purchased Eliza Coffee Memorial Hospital, a general acute care hospital located in Florence, Alabama ("ECM"), from the Authority pursuant to that certain Asset Purchase Agreement, dated June 7, 2010, by and among the Authority, RCHP and RegionalCare Hospital Partners, Inc. (the "Purchase Agreement");

WHEREAS, in accordance with the terms of the Purchase Agreement, RCHP has built a replacement hospital in Lauderdale County, Alabama (the "Replacement Hospital") and is moving the operations of ECM to the Replacement Hospital;

WHEREAS, RCHP, the Authority, the County and the City desire to set forth their agreements with respect to the fulfillment of the obligations of RCHP under the Purchase Agreement and for the provision of certain healthcare services by RCHP.

NOW, THEREFORE, for and in consideration of these premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of all of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. Healthcare Support. RCHP has performed and is performing its obligations under the Purchase Agreement and is providing healthcare services to the residents of Lauderdale County, Alabama and the City of Florence, Alabama, including providing care to indigent patients pursuant to ECM's charity care policy (the "Healthcare Services").

2. Compliance with Laws and Regulations. RCHP has performed and will perform the Healthcare Services in material compliance with all applicable laws and regulations regarding the provision of healthcare services.

3. Consideration. In consideration for the performance of the Healthcare Services to date, RCHP shall receive from the County payments in the amount of \$150,000 per year annually for a period of twelve (12) years and shall receive from the City payments in the amount of \$150,000 per year annually for a period of twelve (12) years. The first payment from each entity

shall be due and payable on January 15, 2020, with payments to be due and payable on each January 15 thereafter through January 15, 2031.

4. Termination Right. On or after January 1, 2021, if the City and County in their reasonable judgements determine that RCHP shall have materially breached its obligations under the Purchase Agreement or no longer provides acute care inpatient services to the residents of Lauderdale County and the City of Florence through the operation of the Replacement Hospital, then, upon 90 days prior written notice, and a failure of RCHP to cure such circumstances during such 90 day period, the parties may terminate this Agreement and the City's and the County's obligations to make payments pursuant to Section 3 above.

5. Assignment. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

6. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

The Authority:

Attention: _____

With a simultaneous copy to:

Attention: _____

The County:

Attention: _____

With a simultaneous copy to:

Attention: _____

The City:

Attention: _____

With a simultaneous copy to:

Attention: _____

RCHP:

RCHP-Florence, LLC
c/o RCCH Healthcare Partners
103 Continental Place, Suite 200
Brentwood, Tennessee 37027
Attention: Legal Department

With a simultaneous copy to:

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760
Attention: George W. Bishop, III

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

7. Waiver. Failure by any party at any time to exercise any right or remedy granted herein or established by law shall not be deemed to operate as a waiver of its right to exercise such right or remedy at any other future time.

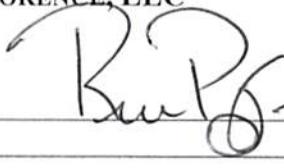
8. Entire Agreement/Amendment. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the parties hereto.

9. Execution of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers as of the date above written.

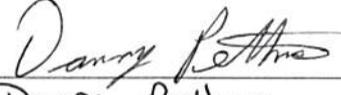
RCHP-FLORENCE, LLC

By: 
Name: Russell PEGG
Title: CEO

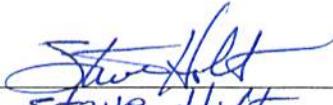
**THE HEALTH CARE AUTHORITY OF LAUDERDALE COUNTY
AND THE CITY OF FLORENCE, ALABAMA D/B/A THE COFFEE
HEALTH GROUP**

By: 
Name: _____
Title: _____

LAUDERDALE COUNTY, ALABAMA

By: 
Name: Danny Pettus
Title: Chairman Lauderdale County

THE CITY OF FLORENCE, ALABAMA

By: 
Name: Steve Holt
Title: Mayor

**Resolution Approving
Healthcare Support Agreement and Letter Agreement for Demolition and Re-conveyance**

WHEREAS, The Health Care Authority of Lauderdale County and the City of Florence, Alabama (the "Authority") is organized as a health care authority under the laws of the State of Alabama;

WHEREAS, the Authority previously operated two acute care hospitals in the Shoals area of Alabama and certain other health care facilities (collectively, the "Coffee Health Group Assets"). The Authority sold the Coffee Health Group Assets to RegionalCare Hospital Partners, Inc. ("RCHP") and its wholly-owned subsidiary RCHP-Florence, LLC ("RCHP-Florence", and, together with RCHP, the "Buyers") on the terms and conditions set forth in that certain Asset Purchase Agreement dated as of June 7, 2010, as amended (the "Asset Purchase Agreement"), between the Authority and the Buyers;

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, RCHP and RCHP-Florence agreed to construct a replacement hospital in the City of Florence (the "City"), which replacement is substantially complete;

WHEREAS, RCHP-Florence will move its operations from the current ECM Hospital site to the replacement hospital before the end of the 2018 calendar year, and ECM Hospital will no longer be needed or used for medical purposes; and

WHEREAS, Section 9.7 of the Asset Purchase Agreement requires RCHP-Florence to re-convey the ECM Hospital site to the Authority, and RCHP-Florence, the Authority, the City, and Lauderdale County, Alabama (the "County") want the structures on the ECM Hospital site demolished and said property cleaned up before the re-conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH CARE AUTHORITY OF LAUDERDALE COUNTY AND THE CITY OF FLORENCE, ALABAMA, as follows:

1. The Board of Directors does hereby approve, authorize, ratify and confirm (a) the Healthcare Support Agreement among RCHP-Florence, the Authority, the City, and the County presented at this meeting and (b) the Letter Agreement for Demolition and Re-conveyance of the ECM Hospital site from RCHP-Florence to the Authority, the City, and Lauderdale County presented at this meeting (collectively referred to herein as the "Demolition Agreements").

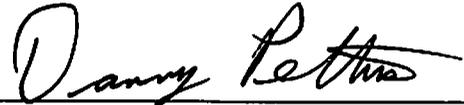
2. The Chairman of the Board of Directors or the Vice Chairman of the Board of Directors is hereby authorized and directed to execute and deliver the Demolition Agreements in substantially the forms presented at this meeting, with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his execution of such instruments. The Secretary or any Assistant Secretary of the Authority is hereby authorized and directed to affix the appropriate corporate seal to such instruments, to the extent necessary, and to attest the same.

3. The Chairman of the Board of Directors or the Vice Chairman of the Board of Directors and any person or persons designated and authorized by either of those officers to act in the name and on behalf of the Authority is authorized to do and perform or cause to be done and performed in the name and on behalf of the Authority such other acts, to pay or cause to be paid on behalf of the Authority such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Authority such other notices, requests, demands, directions, consents, approvals, orders,

applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the entity delivering such instrument, or otherwise, as any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this resolution.

4. Each act of any officer or officers of the Authority or any person or persons designated and authorized to act by any officer of the Authority, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

Approved this 18th day of October, 2018.

A handwritten signature in black ink, appearing to read "Danny Petros", written over a horizontal line.

Chairman of the Board

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
UNIVERSITY OF NORTH ALABAMA
AND
Lauderdale County**

The University of North Alabama (hereinafter "UNA") is pleased to see the value that your organization has placed on education and learning in your workplace and is excited to have your group as a preferred corporate educational partner. As acceptance of this corporate partner, UNA will offer Lauderdale County ("hereinafter "Partner") for employees of your organization that are accepted into one of our programs. As a corporate partner, UNA looks to your organization to promote this opportunity to your employees. This agreement is entered into and effective on November 7, 2018 by and between UNA and Partner. Specific conditions of the agreement are listed below.

I. General Provisions

- A. This MOU shall be effective when fully executed by both parties. Either party may terminate this MOU by giving the other prior written notice of termination of not less than thirty (30) days, or at any time by mutual consent.
- B. Neither party shall discriminate against any person by reason of race, color, gender, age, religion, disability, veteran's status, sexual orientation or national or ethnic origin in connection with any aspect of its performance hereunder.
- C. Neither party shall use the other's name in any publications or advertising without the other's prior written approval.
- D. Each party shall be responsible for its own negligent acts or omissions and those of its employees in accordance with prevailing law.
- E. Access to student records shall be governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.S. §1232 g.
- F. This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of the State of Alabama;

- G. Nothing in this MOU shall be construed to make either party the legal agent or representative of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party
- H. The parties agree that this MOU shall be binding upon their respective successors or transferees.
- I. Neither party shall assign this MOU, directly or indirectly, in whole or in part, without the express, prior written consent of the other.
- J. The parties may modify this MOU by written agreement at any time.
- K. **Campus Events:** Corporate partners have the opportunity to participate in community partner events. This includes speaking opportunities, networking events, and other events as defined by UNA.

2. UNA Responsibilities

- A. As a part of this corporate partnership, UNA agrees to provide your organization:
 - a. **Scholarship:** A scholarship of 20% of tuition value of online courses will be extended to all regular, full-time employees for courses at UNA, up to two online courses per semester. Regular, full-time employees must have completed one year of employment with Lauderdale County to be applicable for the scholarship. The scholarship will be an awarded rate for each consecutive course of the program, up to two online courses per semester. Scholarship cannot be combined with any other scholarship or discount.
 - b. **Job Placement:** As a corporate partner you will have access to post new job openings on UNA Lion Jobs. In addition, there will be opportunities to participate in job shadow programs, internship programs, and other job/career related events through UNA.
- B. At Partner's request, UNA may permit faculty to participate as a resource for Partner's activities related to the agreement and on a limited and discretionary basis, as determined by UNA.

- C. UNA is responsible for the education and academic evaluation of the student and for monitoring the student's learning experiences.
- D. The Employee/Student of the corporate entity will be subject to applicable policies of their employer.
- E. UNA shall also require its students to follow all UNA policies and procedures, including but not limited to the Student Code of Conduct, as well as all local, state and federal law.
- F. As stated in section 2 item A, UNA agrees to offer a twenty (20) percent scholarship to each employee based upon the value of tuition of the number of hours enrolled, up to two online classes. The employee shall be responsible for all costs incurred in excess of the allocation designated in this agreement. The following are examples (not actual) of the amount per class (assuming one class equals 3 credit hours) for both undergraduate and graduate online courses a student might pay:

Undergraduate Hours Student is Enrolled	Regular Undergraduate Online Tuition	Fees	Lauderdale County Undergraduate Tuition with Scholarship
3 Credit Hours	\$831	Distance Learning: \$150 (\$50 per hour) Technology Fee: \$45.00 (\$15 per hour)	\$859.80
6 Credit Hours	\$1662	Distance Learning: \$300.00 (\$50 per hour) Technology Fee: \$90 (\$15 per hour)	\$1719.60

Graduate Hours Student is Enrolled	Regular Graduate Online Tuition*	Fees	Lauderdale County Graduate Tuition with Scholarship
3 Credit Hours	\$978	Distance Learning: \$150 (\$50 per hour) Technology Fee: \$45.00 (\$15 per hour)	\$977.40
6 Credit Hours	\$1956	Distance Learning: \$300.00 (\$50 per hour) Technology Fee: \$90 (\$15 per hour)	\$1954.80

* Online MBA tuition is \$425, plus \$50 Distance Learning Fee per hour. No technology fee is applied to Online MBA students.

3. Corporate Partner Responsibilities

- A. As a corporate partner with UNA, your organization agrees to provide active promotion of the partnership to your employees, including, but not limited to:
1. Promotion to employees on company website, intranet, email, and other electronic portals (electronic links, email templates and/or logos to be provided by UNA)
 2. Promotion of on-site visits by a UNA representative to host information sessions and discuss the corporate partnership and related opportunities with employees
 3. Placement of brochures, flyers, posters or other promotional material in employee gathering areas (materials to be provided by UNA).

4. Relationships to the Parties

- A. It is agreed that Partner its agents and/or employees are solely responsible for their own actions and have no relationship to UNA as partners, joint ventures, employees, employees or agents.
- B. Partner shall not have the authority to enter into any contract or agreement to bind UNA and shall not represent to anyone that Partner has such authority.
- C. Partner represents and warrants to UNA that in performing the services contained herein, Partner will not be in breach of any agreement with a third party.

5. Assignment

- A. Partner may not assign, transfer, convey, pledge, or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent to UNA.

FORCE MAJEURE

- A. In the event that either party is delayed in performing its obligation under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from such delay of performance.
- B. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots, or civil commotions, war or other act of any foreign nation, power of government, or governmental agency or authority.

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and no other oral or written agreement shall be binding or obligating upon the parties. This Agreement supersedes all prior agreements, contracts and understandings whether written or otherwise between the parties relating to the subject matter of this Agreement. All changes to this Agreement must be in writing, signed by both parties.

MISCELLANEOUS

The UNA is an entity of the State of Alabama. Accordingly, UNA does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Alabama, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation;

nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. UNA, as an entity of the State of Alabama, does not have the authority to enter into agreements which are contrary to any Federal laws, the Alabama Constitution, or Alabama Statutes, all as interpreted by the courts and the Alabama Attorney General. Any and all claims against the UNA are subject to a ruling from the Alabama Board of Adjustment. Nothing contained within this Agreement shall be interpreted in such a way that UNA acted contrary to or outside of its authority to act as an entity of the State of Alabama.

FOR AND ON BEHALF OF
LAUDERDALE COUNTY

By: Danny Pettus

Name: Danny Pettus

Title: Chairman

Date: November 7, 2018

FOR AND ON BEHALF OF THE
UNIVERSITY OF NORTH ALABAMA

By: Ken Kitts

Name: Ken Kitts

Title: President

Date: November 7, 2018