

STATE OF ALABAMA)

JEFFERSON COUNTY) March 9, 2017

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

District 2 – Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

Commission President Jimmie Stephens mentioned that both Commissioners Bowman and Carrington were absent for business reasons.

Invocation was led by Commission President, Jimmie Stephens and the Pledge of Allegiance led by County Attorney, Theo Lawson.

The Commission met in Work Session on Tuesday, March 7, 2017, and moved for approval the following Committee items be placed on the March 9, 2017, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Item 1-6.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-5.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-8.

Commissioner Joe Knight, Judicial Administration, Emergency Management, Land Planning, Committee items 1-7, and Finance and Information Technology Committee items 1-29.

Commissioner David Carrington, Business Development Committee – No items submitted.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown, that the Minutes of February 23, 2017, be accepted as presented and approved. Voting “Aye” Sandra Little Brown, Joe Knight, and Jimmie Stephens.

A Public Hearing was held to receive comments on the request made by the Estate of Nella Ruth Braswell, owners for the described change of zoning. There being no comments, the Commission took the following action.

MAR-09-2017-147

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and;

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and;

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-005, Estate of Nella Ruth Braswell, owners; James R. Boatright, agent requests a change of zoning on Parcel ID# 06-18-0-000-086.000 in Sec 18 Twp. 15 Range 4 West from C-1 (Commercial), C-3 (Commercial), and R-4 (Multi-Family) to A-1 (Agriculture) for compliance for a three-lot residential/agricultural subdivision. (Site Only: 7578 Bankhead Highway, Dora, AL 35062) (ROBBINS) (14.6 Acres M/L) be approved.

Approved by the Jefferson County Commission this 9th day of March, 2017.

Recorded in Minute Book: 170

Page(s): 635

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that Zoning Case Z-2017-005, be approved. Voting "Aye" Sandra Little Brown, Joe Knight and Jimmie Stephens.

A Public Hearing was held to receive comments on the request made by Nails & More, LLC, owners for the described change of zoning. There being no comments, the Commission took the following action.

MAR-09-2017-148

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and;

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and;

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-001, Nails & More, LLC, owner, Takasha Mahone, applicant requests a change of zoning on Parcel ID# 38-20-2-010-032.001 in Sec 20 Twp.19 Range 4 West from C-1 (Commercial) with restrictive covenants to C-1 (Commercial) with amended covenants or without covenants to allow a daycare. (Site Only: 798 4th Ave SW, Bessemer, AL 35020) (BESSEMER)(0.2 Acres M/L) be approved subject to the filing of the following restrictive covenants:

1. Only the uses allowed in C-N and C-P zoning shall be permitted, and
2. Access to the property to be approved by the Department of Roads and Transportation.

Approved by the Jefferson County Commission this 9th day of March, 2017.

Recorded in Minute Book: 170

Page(s): 635-636

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner Joe Knight that Zoning Case Z-2017-001, be approved subject to the filing of restrictive covenants. Voting "Aye" Sandra Little Brown, Joe Knight and Jimmie Stephens.

A Public Hearing was held to receive comments on the request made by Southeast Trust Erectors, Inc., owners for the described change of zoning. Following comments the Commission took the following action.

Mar-09-2017-178
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and;

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and;

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-007, Southeast Trust Erectors, Inc., owners; Maryori Giron, agent requests a change of zoning on Parcel ID# 09-31-4-008-034.000 in Sec 31 Twp. 15 Range 1 West from R-5(B) (Mobile Home Park) to C-1 (Commercial) for a used automobile sales lot. (Site Only: 4100 Pinson Boulevard, Pinson, AL 35126)(PINSON)(2.22 Acres M/L) RECOMMENDED DENIAL Finding: The rezoning is not consistent with the Policies of the Land Use Plan. Comments heard from Daven Gibson, Realtor/Agent regarding the property use and possible remedies of flood plain/flood way on the back side of the property.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that Zoning Case No. Z-2017-007, be carried-over for a period of thirty days. Voting "Aye" Sandra Little Brown, Joe Knight and Jimmie Stephens.

MAR-09-2017-149
Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by (B-2017-001) Rancheros Investments, Inc applicant; Victor Olivas, owner, d/b/a Los Rancheros Mexican Grill, requests approval of a (020) restaurant retail liquor (on premise) license in conjunction with a family restaurant on Parcel ID# 22-18-2-010-047.000 in Sec 18, Township 17S, Range 3W. Zoned C-1(A) (Commercial). (Site location: 1420 Forestdale Boulevard, Birmingham, AL 35214)(FORESTDALE) be approved.

Approved by the Jefferson County Commission this 9th day of March, 2017.

Recorded in Minute Book: 170

Page(s): 636

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

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

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that Resolutions 1 through 31, with the exception of Item #7, held for a separate vote and Item #12, pulled from the agenda, be adopted as presented. Voting "Aye" Sandra Little Brown, Joe Knight and Jimmie Stephens.

MAR-09-2017-150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and Richard Sims, MD to extend the term of the physician services agreement. Not to exceed \$149,760.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

Contract ID. CON 00006071
Richard Sims, MD

AMENDMENT TO CONTRACT

This is Amendment III to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Richard Sims, MD, hereinafter referred to as "Internal Medicine Physician," is hereby effective as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and
WHEREAS, the Internal Medicine Physician wishes to amend the contract.

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

Amendment II to the contract between the parties which was approved by the Jefferson County Commission on February 4, 2016, and recorded in Minute Book 169; Page(s) 259, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2017 to February 1, 2018.
- Compensation shall not exceed the original contract amount of \$149,760.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA
James A. Stephens
Commission President

PROVIDER
Richard Sims, MD

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

MAR-09-2017-151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and Dr. Geoffrey Connor to provide clinical orthopedic services in the amount of \$321,600.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

Contract ID: CON 00008444
Geoffrey S. Connor, MD

AMENDMENT TO CONTRACT

This is Amendment I to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Geoffrey S. Connor, hereinafter referred to as "Orthopedic Surgeon" to provide services to patients of the County's outpatient clinics.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Orthopedic Surgeon wishes to amend the contract

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

The contract which results from Agreement approved by the Jefferson County Commission on June 23, 2016, and recorded in Minute Book 170; Page(s) 2, is hereby amended as follows:

- Extend the term to May 30, 2017 - May 31, 2018.
- Compensation shall not exceed the original contract amount of \$321,600 for this term.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA:

James A. "Jimmie" Stephens, President
Jefferson County Commission

ORTHOPEdic SURGEON:

Geoffrey S. Conner, MD

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

MAR-09-2017-152

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Service Agreement between Jefferson County, Alabama and PPX Imaging, Inc. in the amount of \$646,800.00.

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

MAR-09-2017-153

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Aletheia House to provide medical services to Jefferson County residents in the amount of \$75,216.00.

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is entered into by and between Aletheia House, an Alabama non-profit corporation ("the Corporation"), and Jefferson County Alabama ("Jefferson County") as of the 9th day of March, 2017.

BACKGROUND

WHEREAS, the Corporation operates a health care clinic located at 2201 Arlington Avenue, Bessemer, Alabama 35020 (the "Clinic");

WHEREAS, the Corporation provides medical services to residents of Jefferson County;

WHEREAS, many of the patients served by Corporation may meet the indigent care criteria established by Jefferson County for use at the County's operating department which does business as Cooper Green Mercy Health Services ("Cooper Green");

WHEREAS, by providing medical services to indigent patients who are residents of Jefferson County, the Corporation directly supports the mission of Cooper Green;

WHEREAS, the Corporation's services increase the access of Jefferson County's indigent patients to medical care;

WHEREAS, the Corporation desires to contract with County in order to provide services to County's Beneficiaries in a cost effective manner.

WHEREAS, the parties desire to enter into this Agreement to set forth all of the terms and conditions stated below for the purpose of defining the parties' respective rights and responsibilities with regard to such arrangement.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 Covered Services means those Medically Necessary services for which the Beneficiary is entitled to receive benefits in accordance with Jefferson County coverage guidelines and payment policies.

Section 2 Beneficiary means Jefferson County residents who meet the eligibility criteria for indigent status pursuant to guidelines established by Jefferson County.

Section 3 Arrangement. The Corporation shall receive compensation for covered services provided to patients served by the Clinic who are Approved Beneficiaries of Jefferson County. The payment rate per each such patient served by Corporation shall be \$160.60 per encounter.

County. The payment rate per each such patient served by Corporation shall be \$160.60 per encounter. Corporation shall, on a monthly basis, submit a report of such patients provided health care services at the Clinic during previous months in the form attached hereto as Exhibit A (each a "Patient Summary"). Jefferson County agrees to pay for covered services within ninety days of the receipt of the Patient Summary. Payment policies are the guidelines adopted by the Centers for Medicare and Medicaid Services (CMS) that are available on the CMS website at [https://www.cms.gov/Medicare/Medicare Fee for Service-Payment/FQHCPPS/Downloads/FQHC PPS FAQs.pdf](https://www.cms.gov/Medicare/Medicare%20Fee%20for%20Service-Payment/FQHCPPS/Downloads/FQHC%20PPS%20FAQs.pdf). County shall not be responsible for paying claims for any patient that has third party insurance coverage, including but not limited to Medicare, Medicaid or other insurance companies. Likewise, County shall not be responsible for paying claims for patients for which the Corporation otherwise receives reimbursement for covered services from any federal or state grant or funding source. In the event of an early termination of this Agreement pursuant to Sections 8.2 or 8.3, Jefferson County & Corporation shall reconcile the services provided and the amounts paid by Jefferson County and/or a third party or Beneficiary and shall pay the Corporation for services provided through the date of termination. Compensation payments for the term of this contract shall not exceed \$75,216.00.

Section 4 Duties and Obligations of the Corporation. Corporation hereby represents, warrants and covenants to and with Jefferson County, which representations, warranties and covenants shall be true and correct upon execution of this Agreement and which representations, warranties and covenants shall be continuing throughout the term of this Agreement, as follows:

§ 4.1 Organizational Status. The Corporation represents and warrants that it is a corporation duly organized and validly existing under the laws of the State of Alabama.

§ 4.2 Authority / Binding Effect. The Corporation represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and any other documents and instruments required to be delivered

hereunder. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of the Corporation, legally enforceable against it in accordance with their terms.

§ 4.3 Representations and Warranties Regarding Corporation Physicians.

(a) Corporation is not bound by any agreement or arrangement which would preclude it or its physicians from entering into, or fully performing the health care services contemplated by this Agreement and for which compensation will be paid by Jefferson County to Corporation;

(b) all Corporation physicians performing services at the Clinic and for which payment will be made by Jefferson County to Corporation, are certified by the applicable board or agency to provide services in the area of practice for which such physicians are providing services under this Agreement;

to practice medicine or prescribe controlled substances denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;

(d) no physician performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has had his or her medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

(e) all professionals performing services at the Clinic who are not physicians and for which payment will be made by Jefferson County to Corporation are, and shall during the term of this Agreement remain, licensed to practice their profession in Alabama by the applicable professional board, in good standing without restrictions of any kind, and no such person has ever been disciplined in any way by any hospital, licensing board or professional society;

(f) neither Corporation nor any of the physicians or other persons performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been suspended, excluded, barred, sanctioned or penalized under any state or federal program;

(g) none of the physicians or other persons performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been convicted of a state or federal offense, including, without limitation, one involving health care, but excluding misdemeanor traffic violations;

(h) no physician or other professional performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been found by any state or federal authority or agency, or by any board or group having the right to pass upon the professional conduct of person, to have engaged in unethical or unprofessional conduct;

(i) no Corporation physician has had placed or imposed upon him or her by any governmental authority having jurisdiction over such physician any restrictions which materially interfere with such physician's ability to perform, or an employer's ability to receive payment for, such physician's professional services;

(j) All Corporation physicians have, and shall maintain through the term of this Agreement, unrestricted licenses to practice medicine in the State of Alabama; and

(k) All invoices submitted by Corporation for health care services performed at the Clinic for residents of Jefferson County who meet Jefferson County's indigent standards and all forms accounting for such services that are submitted by the Corporation pursuant to the terms hereof to Jefferson County shall be true and correct.

§ 4.4 Notifications Rewired. Corporation covenants and agrees to notify the Jefferson County Manager in writing within three (3) days if any representation, warranty or covenant in Section 4.3 or elsewhere in this Agreement ceases to be true and correct. As part of its notification obligation, Corporation shall cause each physician performing services at the Clinic and for which payment will be made by Jefferson County to notify Corporation no later than one (1) business day after any of them learn of or receive notice of any event that would cause the representations and warranties in Section 4.3 to be untrue.

§ 4.5 Coordination of Care. The Corporation and its physicians shall work closely with Jefferson County to assure coordinated, high quality medical care for patients of the Clinic. In order to maximize coordination of care, Approved Beneficiaries shall have access to specialty clinic and ancillary services, with the exception of laboratory and pharmacy services, at Cooper Green Mercy Health Services as needed and as capacity permits.

§ 4.6 Fees for Services. The payment for health care services provided at the Clinic made by Jefferson County to the Corporation in accordance with Section 2 hereof together with any co-payment, deductible or coinsurance for which the Customer is responsible under this Agreement, is payment in full for Covered Services. The Corporation and its physicians

shall cooperate fully with Jefferson County in order to timely provide a Patient Summary to Jefferson County on a monthly basis by the 15th day of each month for the services provided at the Clinic to indigent residents of Jefferson County, in order for Jefferson County to evaluate the services rendered by the Corporation's physicians on behalf of such patients and to account for and remit promptly to Corporation all such payments for such services to be paid by Jefferson County to the Corporation in accordance with the terms and conditions of this Agreement.

§ 4.7 Access to Medical Records. Corporation shall ensure that its physicians provide timely, complete and accurate documentation in the Clinic's medical records for services provided to patients of the Clinic for which payment will be made by Jefferson County to Corporation and in accordance with the policies and procedures of the Clinic and customary professional standards applicable to medical records documentation. The Corporation shall provide Jefferson County and its agents or representatives, upon reasonable notice and during normal business hours, access to such records created by the Corporation, or its physicians, as may be necessary for any legal defense or for the purpose of validating the accuracy and/or completeness of any invoices submitted to Jefferson County in accordance with the terms and conditions of this Agreement, or disputing the same, and as otherwise permitted by law.

(1) To the extent legally permissible, the Corporation and its physicians shall furnish any and all information, records and other documents which may be related to Corporation's services provided to patients of the Clinic for which payment will be made by Jefferson County to Corporation, which Jefferson County may reasonably request, in furtherance of any plans and/or programs adopted by Jefferson County to assess and improve the quality and efficiency of health care services in Jefferson County, Alabama.

(2) Further, each party will cooperate with the other in the invoicing and payment process hereunder.

(3) Neither the Corporation, nor any of its physicians, shall have the right or authority to enter into any contract in the name of Jefferson County or its facilities or otherwise bind Jefferson County in any way.

(4) The Corporation's physicians shall provide professional medical services in a competent, timely and professional manner, consistent with their training and expertise and recognized standards of medical practice.

(5) The Corporation's physicians shall perform all services under this Agreement in accordance with any and all regulatory standards applicable to the Clinic and the services, including, without limitation, those requirements imposed by any State or other regulatory and accrediting organizations, and the Medicare/Medicaid Conditions of Participation, and any amendments thereto, each to the extent applicable.

Section 5 Representations and Warranties of Jefferson County. Jefferson County represents and warrants that it has all requisite power and authority to execute and deliver this Agreement and any other documents and instruments required to be delivered in conjunction herewith. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of Jefferson County, legally enforceable against it in accordance with their terms.

Section 6 Jefferson County's General Obligations.

§ 6.1 General. Jefferson County shall reasonably ensure the performance of all of the following, all of which shall be provided to the Corporation at no cost:

(a) Jefferson County shall cooperate with Corporation to timely verify, to the extent reasonably necessary in Jefferson County's sole discretion, and make payment to the Corporation with respect to, all Covered services provided by the Corporation and its physicians in accordance with Sections 1, 2, and 3 hereof for which payment will be made by Jefferson County to Corporation.

(b) Neither Jefferson County, nor any Jefferson County representative, shall have the right or authority to enter into any contract in the name of the Corporation or its Clinic, or otherwise bind the Corporation in any way.

Section 7 Mutual Obligations.

§ 7.1 Non Interference/Non Solicitation. So long as the Corporation is receiving any compensation from Jefferson County pursuant to this Agreement, the Corporation shall not, directly or indirectly, engage in any conduct intending or having the effect of persuading any patient, payer or provider to discontinue or forego entering into any business or service relationship with Jefferson County or any of its affiliates for the provision of medical services, or solicit or in any manner attempt to solicit or induce any person employed by or serving as an agent of Jefferson County or any of its affiliates to

terminate such person's association or contract of employment or agency, as the case may be, with Jefferson County or any of its affiliates.

any patient, payer or provider to discontinue or forego entering into any business or service relationship with Jefferson County or any of its affiliates for the provision of medical services, or solicit or in any manner attempt to solicit or induce any person employed by or serving as an agent of Jefferson County or any off its affiliates to terminate such person's association or contract of employment or agency, as the case may be, with Jefferson County or any of its affiliates.

§ 7.2 Community. Jefferson County and the Corporation agree to use their mutual best efforts to reasonably inform the medical community and general community of Jefferson County, Alabama of the capability of the Clinic's programs.

Section 8 Term and Termination.

§ 8.1 Term. The term of the Agreement shall be for a four (4) month period beginning January 1, 2017 (the "Effective Date") and ending on April 30, 2017 (the initial term" with the option to renew for two additional years.

§ 8.2 Termination for Cause after Notice of Breach. Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement and no actions to cure such material breach have been initiated in the manner described in this paragraph. The party electing to terminate this Agreement shall provide the breaching party with not less than fifteen (15) days advance written notice specifying the nature of the breach. The breaching party shall then have fifteen (15) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement may terminate at the end of the fifteen (15) day period immediately upon notification by the non-breaching of the desire to so terminate.

§ 8.3 Immediate Termination. Either party may elect to terminate this Agreement upon thirty (30) days prior written notice to the other or immediately upon the closure of the Clinic.

§ 8.4 Obligations after Termination. Upon any termination of this Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing through the date and time of termination and any obligations, promises or agreements herein which expressly extend beyond the termination.

§ 8.5 Impact of Termination. In the event that either Jefferson County or the Corporation terminates this Agreement prior to the expiration of the Initial Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial Term would have expired. The provisions of this § 8.5 shall survive termination of this Agreement.

Section 9 Insurance and Indemnification.

§ 9.1 Insurance. During the term of this Agreement, professional liability insurance shall be ensured by the Corporation for its physicians with such carrier, trust, or other

Section 10 Miscellaneous Provisions.

§ 10.1 Notice. Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this § 10.1. The respective addresses are:

If to Jefferson County:

County Manager
Suite 251
Jefferson County Courthouse
716 Richard Arrington Blvd. N.
Birmingham, Alabama 35203

With a copy to:

Jefferson County Attorney
Suite 280

Jefferson County Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

If to the Corporation: Aletheia House P.O. Box 1514 Birmingham, Alabama 35201 Attn: Chris Retan, Exec. Dir. With a copy to: Aletheia House P.O. Box 1514 Birmingham, Alabama 35201 Attn:

§ 10.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

§ 10.3 Partial Invalidity. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

§ 10.4 Assignment. The Corporation may not assign any of its rights or obligations hereunder without the prior written consent of Jefferson County. Jefferson County may assign this Agreement to any affiliate of Jefferson County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

§ 10.5 Independent Contractors. The Corporation acknowledges that it (and each of its physicians) is an independent contractor and not an agent or employee or joint venture of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally the Corporation understands and agrees that this Agreement does not establish any employer employee relationship, nor master servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of the Corporation. The Corporation shall not represent itself to any third party as an agent or employee of Jefferson County. The Corporation shall withhold and pay all Federal, Social Security taxes, Federal and State unemployment taxes, and all similar payroll taxes, including workers' compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

§ 10.6 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to a party to refer any patients to, or order any goods or services from, the Clinic. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Anti-kickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law or regulation relating to criminal mail, wire fraud, or health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

§ 10.7 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of Jefferson County and the Corporation. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement, including, without limitation, any of the Corporation's physicians.

§ 10.8 Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered at the Clinic pursuant to this Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

§ 10.9 Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel and by an authorized representative of the Corporation.

§ 10.10 Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

§ 10.11 Waiver. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power or privilege hereunder be construed as a waiver at any subsequent time of the same or another right, power or privilege.

§ 10.12 Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

§ 10.13 Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x (v) (1) and the regulations thereto. No attorney client, accountant client, or other legal privilege will be deemed to have been waived by Jefferson County, its representatives, the Corporation, or the Corporation's physicians by virtue of this Agreement.

§ 10.14 Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of either party's operations under this Agreement, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

§ 10.15 Confidentiality and Disclosure of Patient Information. Jefferson County acknowledges that in the course of fulfilling its obligations under this Agreement it may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). Jefferson County and Corporation shall enter into a mutually acceptable Business Associate Agreement, substantially in the form attached hereto as Exhibit (3, with respect to the duties of the parties and their representatives and employees in using and disclosing Protected Health Information of Corporation, Corporation's physicians and their patients. Any breach of this section of the Agreement shall permit Corporation to terminate this Agreement immediately, upon written notice to Jefferson County. The obligations of this § 10.15 shall survive the termination of this Agreement.

§ 10.16 Non Discrimination Policy: Jefferson County is strongly committed to equal employment opportunity and to equal treatment in healthcare and it encourages contractors to share this commitment. The Corporation agrees not to discriminate against any person otherwise qualified solely because of race, color, religion, sex, national origin, age, sexual orientation, gender identity or expression, disability or veteran status in any term or condition of employment or in the provision of healthcare services.

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

employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination the Corporation shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

§ 10.18 Interested Parties: The Corporation declares that, as of the effective date of this Agreement, neither Jefferson County, nor any of Jefferson County's employees nor any director nor any other government official is directly or indirectly interested in this Agreement or any Agreement with the Corporation for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Corporation pledges that it will notify Jefferson County's [Purchasing Manager] in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with the Corporation for which compensation will be sought during the aforesaid period. In addition, the Corporation declares, that as of the date of this Agreement, neither it nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Jefferson County, or to anyone else for Jefferson County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with Jefferson County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Corporation nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Jefferson County, or to anyone else for the benefit of Jefferson County, its officials, or employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other Agreement with the Corporation for which compensation will be claimed during the period of time this Agreement is being performed.

§10.19 Statement of Compliance with Alabama Code Section 31 13 9. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 10.20 Statement of Compliance with Alabama Act 2016 312. Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state enjoys open trade.

§ 10.21 Independent Practice of Medicine. It is agreed and acknowledged by the parties that, as independent contractors, nothing in this Agreement shall be interpreted as limiting or restricting the right of Corporation's physicians to engage in the practice of medicine, subject to appropriate laws, regulations and reasonable policies and procedures of the Clinic. Jefferson County shall neither have nor exercise any control over the professional medical judgment or methods of clinical practice of Corporation's physicians in the performance of medical services on behalf of the Corporation at the Clinic as a result of the entry into this Agreement.

§ 10.22 Interpretation. This Agreement has been negotiated at arm's length by both parties, and its terms shall not be construed against or interpreted to the disadvantage of either party by reason of such party having or being deemed to have structured or dictated such provision.

§ 10.23 Force Majeure. Neither party shall be liable to the other for failure to perform any of the services required herein in the event of strikes, lockouts, calamities, acts of God, unavailability of supplies or other events over which the affected party has no control, for so long as such event continues and for a reasonable period of time thereafter.

§ 10.24 Further Assurances. The parties agree that each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, Jefferson County and the Corporation have duly executed this Agreement as of the dates set out beneath their respective signatures.

THE CORPORATION:

ALETHEIA HOUSE

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

Exhibit A
Form of Patient Summary

See attached: On file in the Minute Clerk Office

Exhibit B
Form of Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective , is entered into by and between Jefferson County, Alabama, a political subdivision of the State of Alabama ("Jefferson County"), and corporation ("Aletheia House"), (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996, and the HITECH Act of 2009 and any amendments thereto ("HIPAA"), governing the privacy and security of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "HIPAA Privacy & Security Rules"); and

WHEREAS, the HIPAA Privacy & Security Rules require that Aletheia House enter into this Agreement with Jefferson County in order to protect the privacy of individually identifiable health information maintained by Aletheia House ("Protected Health Information", or "PHI") and its later defined subset Electronically Protected Health Information (e PHI); and

WHEREAS, Aletheia House and its employees, affiliates, subcontractors, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to Jefferson County pursuant to either an existing or contemporaneously executed Support Agreement ("Support Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Memorandum of Understanding
 - 1.1 Contemporaneous Agreement. Aletheia House and Jefferson County are entering into a Support Agreement effective the same day as the Effective Date of this Agreement. In the event of conflict between the terms of the Support Agreement and this Agreement, the terms and conditions of this Agreement shall govern.
 - 1.2 Use and Disclosure of PHI to Provide Services. Aletheia House will not use or further disclose PHI (as such term is defined in the HIPAA Privacy & Security Rules) other than as permitted or required by the terms of the Support Agreement or as required by law. Except as otherwise provided in this document, Jefferson County may make any and all uses of PHI necessary to perform its obligations under the Support Agreement. All other uses not authorized by this Agreement are prohibited.

2. Additional Aletheia House Activities. Except as otherwise provided in this Agreement, Aletheia House may also:
- 2.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Jefferson County, provided that such uses are permitted under state and federal confidentiality laws.
 - 2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Jefferson County. Aletheia House represents to Jefferson County that: (i) any disclosure it makes will be permitted under applicable laws, and (ii) Aletheia House will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy & Security Rules and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify Jefferson County of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 - 2.3 Bring together Jefferson County's PHI in Aletheia House's possession with the PHI of other covered entities that Aletheia House has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide Jefferson County with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy & Security Rules. Aletheia House will not disclose the PHI obtained from Jefferson County to another covered entity without written authorization from Jefferson County.
 - 2.4 De identify any and all PHI provided that the de identification conforms to the requirements of applicable law as provided for in C.F.R. § 164.514(b) and that Jefferson County maintains such documentation as required by applicable law, as provided for in 42 C.F.R. §164.514(b). The Parties understand that properly de identified information is not PHI under the terms of this Agreement.
3. Aletheia House Covenants. Aletheia House agrees to:
- 3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Support Agreement;
 - 3.2 Not to use or further disclose PHI except as permitted under this Agreement, the HIPAA Privacy & Security Rules, and applicable state law, each as amended from time to time;
 - 3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;
 - 3.4 Report to Jefferson County any use or disclosure of the PHI not permitted by this Agreement within five days of Aletheia House becoming aware of such use or disclosure;
 - 3.5 In conjunction with the requirements of Section 2.2, ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information or Protected Health Information accessed, stored, maintained, received from, or created by Aletheia House on behalf of Jefferson County agrees to the same restrictions and conditions that apply through this Agreement to Aletheia House with respect to such information;
 - 3.6 Within ten (10) days of a request by Jefferson County, Aletheia House shall report all disclosures of PHI to a third party for a purpose other than treatment, healthcare operations or payment, as such terms are defined in the HIPAA Privacy and Security Rules. The report to Jefferson County shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;
 - 3.7 Maintain the integrity of any PHI transmitted by or received from Jefferson County;
 - 3.8 Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it accesses, stores, creates, maintains receives or transmits on behalf of Jefferson County Electronic Protected Health Information shall have the same meaning as the term defined in 45 CFR 160.103.
 - 3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.
4. Jefferson County Covenants. Jefferson County agrees to notify Aletheia House of material limitations to the consents or authorizations that have been obtained by Aletheia House from their patients and any other restrictions on the use or disclosure of PHI as agreed to by Jefferson County.
5. Access to PHI. Within five (5) days of a request by Aletheia House for access to PHI about a patient contained in a Designated Record Set, as such is defined in the HIPAA Privacy and Security Rules, Jefferson County shall make available

to Aletheia House, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from Aletheia House, Aletheia House shall, within five (5) days, forward such request to Jefferson County. Any denials of access to the PHI requested shall be the responsibility of Jefferson County.

6. Amendment of PHI. Within ten (10) days of receipt of a request from Aletheia House for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set Jefferson County shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that Jefferson County has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Jefferson County or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Jefferson County in a Designated Record Set.

7. Accounting for Disclosures of PHI. Within thirty (30) days of notice by Jefferson County to Aletheia House that it has received a request for an accounting of disclosures of PHI regarding an individual, Aletheia House shall make available to Jefferson County such information as is in Aletheia House's possession and is required for Jefferson County to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Aletheia House, Aletheia House shall, within five (5) days, forward the request to Jefferson County. It shall be Jefferson County's responsibility to prepare and deliver any such accounting requested.

8. Access to Books and Records Regarding PHI. Jefferson County will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Jefferson County on behalf of Aletheia House available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Aletheia House compliance with the HIPAA Privacy and Security Rules.

9. Disposition of PHI upon termination Aletheia House will, at termination or expiration of the Support Agreement, if feasible, return or destroy all PHI received from, or created or received by Aletheia House on behalf of, Jefferson County, which Aletheia House and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information other than as necessary to maintain Jefferson County's patient records. If such return or destruction is not feasible, Aletheia House will notify Jefferson County of such event in writing, and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. Representations and Warranties

10.1 Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the State of Alabama and any other State in which it is licensed; it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(c) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

II. Term. Unless otherwise terminated as provided in Section 12, this Agreement shall become effective as dated and shall have a term that shall run concurrently with that of the Support Agreement.

12. Termination

12.1 Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Support Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2 Termination by Jefferson County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Jefferson County may immediately terminate this Agreement, the Support Agreement and any related Aletheia House agreements if Jefferson County makes the determination that Aletheia House has breached a material term of this Agreement. Alternatively, and at the sole discretion of Jefferson County, Jefferson County may choose to provide Aletheia House with written notice of the existence of the breach and provide Aletheia House thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Aletheia House shall cure said breach to the satisfaction of Jefferson County within an additional fifteen (15) days. Failure by Aletheia House to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Support Agreement by Jefferson County. If termination is not feasible, Jefferson County has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

12.3 Termination by Aletheia House. If Aletheia House determines that Jefferson County has breached a material term of this Agreement, then Aletheia House shall provide Jefferson County with written notice of the existence of the breach and shall provide Jefferson County thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Jefferson County shall cure said breach to the satisfaction of Aletheia House within an additional fifteen (15) days. Failure by Jefferson County to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Support Agreement by Aletheia House

13. Effect of Termination. Upon termination pursuant to Section 12, Aletheia House agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so, other than PHI necessary for the maintenance of Jefferson County's patient records. Prior to doing so, Aletheia House further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Aletheia House to return or destroy all PHI, Aletheia House will notify Jefferson County in writing. Such notification shall include: (i) a statement that Aletheia House has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Aletheia House further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Jefferson County's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible. If it is not feasible for Aletheia House to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Aletheia House must provide a written explanation to Jefferson County and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible.

14. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.

15. Amendments/Waiver. This Agreement may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

16. Amendments to the Privacy and Security Rules. Upon the effective date of any amendment to the regulations promulgated by the United States Department of Health and Human Services with respect to protected health information and electronic health information, this Agreement shall automatically amend such that the obligations imposed on Aletheia House as a Business Associate remain in compliance with such regulations.

17. Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Aletheia House: Aletheia House
P.O. Box 1514
Birmingham, AL 35201

Jefferson County: Attn: Chris Retan, Exec. Dir.
County Manager
Jefferson County Courthouse
716 Richard Arrington Boulevard North, Suite 251
Birmingham, AL 35203

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the 9th day of March, 2017.

Aletheia House
Jefferson County, Alabama
James A. Stephens, President

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

MAR-09-2017-154

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Dr. Raveendran Meleth to provide medical services to patients in the outpatient clinics. Not to exceed \$120,000.00.

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement ("Agreement") is entered into effective March 1, 2017 by and between Jefferson County, Alabama (the "County"), d/b/a Cooper Green Mercy Health Services and Raveendran Meleth, M. D. (the "Physician")

RECITALS

WHEREAS, the County provides medical services to patients of the County's outpatient clinics and wishes to engage Physician as an independent contractor to support the provision of the County's outpatient clinic services;

WHEREAS, Physician is licensed to practice medicine in the State of Alabama and is qualified to provide clinical services to County in accordance with the terms of this Agreement; and

WHEREAS, the County and Physician wish to enter into this Agreement for the provision of services contemplated hereunder;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as set forth below.

1. DUTIES AND OBLIGATIONS OF PHYSICIAN

1.1. Services. Physician shall perform the duties and responsibilities as set forth in Exhibit A. Physician shall perform all such duties and responsibilities ("Physician Services") in accordance with accepted professional standards, all applicable federal, state, and local laws and regulations, County policies, and JCAHO standards (if County maintains or seeks JCAHO accreditation), as the same may be revised from time to time.

1.2. License and DEA Registration. Physician must at all times be a qualified, professionally competent, duly licensed physician under the laws of the State of Alabama and have a current DEA registration number. Physician shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. Qualifications. Physician represents and warrants to County that (i) he or she has never been debarred, suspended or excluded from a federal health care program (as defined at 42 U.S.C. § 1320a-7b(f)); (ii) he or she has never had civil monetary penalties levied against him or her by a federal health care program; (iii) he or she holds a valid, unrestricted license to practice medicine in the State of Alabama; and (iv) he or she is not currently the subject of any formal or informal investigation or disciplinary proceeding by any department or agency having jurisdiction over the professional activities of Physician in any state where Physician is licensed: Physician agrees to notify the County within five (5) days of the occurrence of any of the events described above.

1.4. Hours. This contract is limited to a maximum of 1000 hours annually to be scheduled upon mutual agreement of both the Medical Director and the Physician.

1.5. Compliance with Laws. This Agreement shall be carried out in compliance with all applicable laws, rules, and regulations, including, without limitation, those with respect to the following: (i) Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and related requirements imposed by the Department of Health and Human Services (45 C.F.R. Part 80); and (ii) the protection of the rights of residents, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like.

1.6. Collaboration with Certified Registered Nurse Practitioner.

If called upon to do so by the County, Physician shall serve as the covering Physician for Certified Registered Nurse Practitioners ("CRNP") assigned to Urgent Care with regard to services provided to patients and shall provide professional oversight and direction to the CRNPs while practicing together.

2. DUTIES AND OBLIGATIONS OF COUNTY

2.1. Scheduling. County shall coordinate and schedule interdepartmental or committee meetings or conferences and notify Physician promptly of any anticipated need for their involvement therein.

2.2. Responsibility for Services Performed. County shall retain administrative responsibility for all services provided hereunder.

3. COMPENSATION

3.1. Compensation. County shall pay to Physician for the services rendered pursuant to this Agreement the amount of \$120.00 per hour not to exceed \$120,000 annually. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Physician shall provide invoices by the 5th of each month as set forth in Exhibit B (1 & 2) for services provided along with a monthly schedule to be developed with the Cooper Green Mercy Ambulatory Care Administrator as set forth in Exhibit C. The County shall make payment no later than the 30th of each month.

3.1.1 Insurance. During the term of this Agreement, professional liability insurance shall be provided by the County in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Physician agrees to comply with County risk management policies.

3.1.2 Assignment Physician assigns to Jefferson County the sole and exclusive right to bill, collect, and receive the fees for all facility and professional fees incurred through the professional medical and clinical services rendered by Physician pursuant to this agreement. Such billing and all accounts receivable shall be in the name of Jefferson County, and in the event this agreement terminates for any reason, Jefferson County shall maintain sole ownership of such billings and accounts receivable. The Physician agrees to be available for consultation at mutually agreeable times to discuss any billing issues.

3.2. Independent Medical Services. IF PHYSICIAN PERFORMS PROFESSIONAL SERVICES FOR PATIENTS OF THE COUNTY'S OUTPATIENT CLINICS, SUCH SERVICES SHALL BE SEPARATE AND DISTINCT FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT IN HIS CAPACITY AS PHYSICIAN. ALL PROFESSIONAL FEES DUE TO PHYSICIAN FOR SUCH SERVICES WHICH ARE PERFORMED ON AN INDEPENDENT BASIS AND NOT IN HIS OR HER ROLE AS PHYSICIAN SHALL BE PAID BY THE PATIENT, THE PATIENT'S FAMILY, OR OTHER THIRD PARTY PAYOR. IN NO CASE SHALL ANY FEE PAID TO PHYSICIAN PURSUANT TO

THIS AGREEMENT BE OR BE DEEMED TO BE PAYMENT FOR SERVICES RENDERED BY PHYSICIAN TO HIS OR HER PATIENTS IN HIS CAPACITY AS AN INDEPENDENT PHYSICIAN.

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on the date first written above (the "Initial Term"). This Agreement may be renewed for additional two one year term(s) with the mutual agreement of the County and the Physician.

4.2 Termination without Cause. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

4.3. Termination for Cause. County may terminate this Agreement for cause upon breach of the Agreement, which shall include but not be limited to the occurrence of any of the following events, by providing the Physician with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Physician cures the breach to the County's satisfaction within ten (10) days of Physician's receipt of the notice of breach. The occurrence of any of the events forming the basis for termination shall be determined solely in the County's discretion.

a. The Physician fails to comply with the policies and procedures of County; or

b. The Physician fails to diligently perform all obligations under this Agreement, including but not limited to the specific duties set forth in Exhibit A of the Agreement; or

c. The Physician breaches any provision, warranty, or representation set forth in the Agreement; or

d. The Physician engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or

e. The Physician attempts to assign this Agreement without the written consent of the County.

4.4. Immediate Termination. The County may terminate this Agreement immediately upon notice to Physician of the occurrence of any one of the following events:

a. Physician dies or becomes disabled for a ten (10) day period or more; or

b. The County ceases operations or if the County's Urgent Care clinic is the subject of a change of ownership with a third party that is unaffiliated with the County; or

c. The Physician's license to practice medicine in any state is suspended, revoked or terminated, or any state's Board of Medical Examiners or any other governmental agency having jurisdiction over physicians initiates any proceeding or investigation for the purposes of suspending, terminating or revoking any such license or for the purpose of considering any of the foregoing; or

d. The Physician's authority to prescribe any controlled substance or drug is suspended, revoked, or terminated, or any authorized governmental agency initiates any proceeding or investigation for the purposes of suspending, terminating or revoking an such authority or for the purpose of considering any of the foregoing; or

e. The Physician is convicted of a felony. For purposes of this section, "convicted" shall have the same definition as that contained in 42 U.S.C. § 1320a 7(i); or

f. The County determines in its sole discretion that continuation of this Agreement would jeopardize the health or safety of any County patient.

4.5. Termination by Physician. The Physician may terminate this Agreement for cause upon breach of this Agreement, which shall include the County's failure to comply with the compensation provisions set forth in Section 3 of this Agreement, by providing written notice to the County. This Agreement shall terminate as set forth in such notice unless the County cures the breach within ten (10) days of its receipt of the written notice. Physician may also terminate this Agreement upon thirty (30) days written notice in the event that the Physician becomes unable, for any reason, to continue to perform the services required by this Agreement.

4.6. Impact of Termination. In the event that either the County or the Physician terminate this Agreement prior to the expiration of the Initial or a Renewal Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial or Renewal Term that was in effect at the time of the termination would have expired. The provisions of this Section 4.6 shall survive termination of this Agreement.

5. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Physician shall be an independent contractor in all things relevant to this Agreement and the performance hereunder. County shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of Physician. All such payments, withholdings, and benefits are the responsibility of Physician, and Physician shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits:

5.2. Physician Financial Relationships. Physician represents and warrants that neither Physician nor an immediate family member of Physician has a financial relationship with any entity not a party to this Agreement that provides to the County any "Designated Health

Services" which may be reimbursed in whole or in part under the Medicare or Medicaid programs. For purposes of this paragraph, "Designated Health Services" means: Urgent Care and Ambulatory Care services, clinical, surgery services, physical therapy services, occupational therapy services, radiology services (including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services); radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics, and prosthetic devices and supplies; home health services; outpatient prescription drugs; and inpatient and outpatient hospital services. "Financial Relationship" means an ownership or investment interest in the entity or a compensation arrangement with the entity, as defined in 42 U.S.C. §§1395nn (a) (2) & (h). Physician further represents and warrants that neither Physician nor an immediate family member of Physician will enter into any additional Financial Relationship described in this paragraph during the term of this Agreement without the prior written approval of the County.

5.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

5.4. No Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision hereof.

5.5. Assignment and Subcontractor; This Agreement cannot be assigned by either party without the express written consent of the other party, except, however, that County may assign this Agreement to a related entity without obtaining Physician's consent and such assignment by County to a related entity shall be automatic in the event of a restructuring that results in the transfer of the ownership or operations of County's Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services to such related entity. Physician may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

5.6. Confidentiality. All documentation and records relating to County's patients shall be and remain the sole property of County, subject to the resident's rights in such records. Neither Physician nor any of his or her staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by County or the patient in writing, any resident or medical record information regarding County's patients, and Physician shall comply with all federal and state laws and regulations and all County policies regarding the confidentiality of such information. County shall provide copies of its confidentiality policies to Physician upon request.

5.7. Notices. Any and all notices required or permitted to be given under this Agreement will be deemed given if furnished in writing and personally delivered or if sent by certified or registered mail, postage prepaid addressed to the party to whom notice is being given as follows (or to such other address or addresses as may from time to time hereafter be designated by the parties in writing by like notice):

If to Physician: Raveendran Meleth, M.D.
1509 Cypress Cove Circle
Hoover, AL 35244

If to County: County Manager

Suite 251
Jefferson County Courthouse
716 Richard Arrington Blvd. N.
Birmingham, Alabama 35203

With a copy to:

Jefferson County Attorney
Suite 280
Jefferson County Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

All notices shall be deemed effective on the date of actual receipt, as evidenced by the return receipt, courier record, or similar document.

5.8. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Physician to refer any patients to, or order any goods or services from the County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Anti-kickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law, or regulation relating to criminal mail, wire fraud, health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

5.10. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the parties. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement.

5.11. Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

5.12. Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel, and by an authorized representative of the Physician.

5.13. Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

5.14. Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

5.15. Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the

rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x (v) (1) and the regulations thereto. No attorney client, accountant, client, or other legal privilege will be deemed to have been waived by the County, its representatives by virtue of this Agreement.

5.16. Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of a party's operations under this Agreement, then, upon the request of a party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

5.17. Confidentiality and Disclosure of Patient Information. The Physician acknowledges that in the course of providing the services called for by this Agreement he may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the Physician may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the County Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services, or (iii) to carry out the legal responsibilities of the County. If the Physician discloses this PHI to another person or entity, the Physician must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the County of any instances of which it is aware in which the confidentiality of the PHI has been breached. Physician will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the County any use or disclosure of PHI not provided for by this Agreement of which Physician becomes aware; (d) indemnify and hold harmless the County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Physician of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Physician on behalf of the County available to the Secretary of Health and Human Services and the County for purposes of determining compliance with 45 C.F.R. § 164.500 .534; (i) ensure that any agents, including subcontractors, to whom the Physician provides PHI received from, or created or received by the Physician on behalf of the County agree to the same restrictions and conditions that apply to the County with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the Physician on behalf of the County that the Physician maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Physician will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the County to terminate this Agreement immediately, upon written notice to the Physician. The obligations of this Section 5.17 shall survive the termination of this Agreement.

5.18. Non Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

5.19. County Funds Paid. The County and Physician certify by the execution of this Agreement that no part of the funds paid by the County and or the State of Alabama pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Surgeon nor any of either's officers, partners, owners, agents, representatives, employees, or

parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Physician shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

Agreement, which shall be cause for termination. Upon such termination Physician shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

5.20. Interested Parties. The Physician declares that, as of the effective date of this Agreement, neither the County, nor any of the County's employees nor any Director nor any other Government Official is directly or indirectly interested in this Agreement or any Agreement with Surgeon for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Physician pledges that he will notify Jefferson County in writing should it come to his knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with the Physician for which compensation will be sought during the aforesaid period. In addition, the Physician declares that, as of the date of this Agreement, neither Physician nor any of his officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Physician nor any of his officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the benefit of the County, its officials, or employees, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other agreement with the County for which compensation will be claimed during the period of time this Agreement is being performed.

5.21. Statement of Compliance with Alabama Code Section 31 13 9. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS HEREOF, Physician and County have executed this Agreement as of the day and year first above written.

Raveendran Meleth, M.D.

JEFFERSON COUNTY, ALABAMA:
James A. Stephens, President

EXHIBIT A
Jefferson County
Birmingham, Alabama

Physician Obligations:

As part of the Agreement between Jefferson County and Physician, Physician will fulfill the following professional obligations:

Physician shall provide Urgent Care services to the County patients as requested by the Medical Director. Physician will provide for outpatient clinic consults during clinic operations.

EXHIBIT B-1

JEFFERSON COUNTY COMMISSION Invoicing/Payment Procedure

Invoicing and payments related to the Services performed must be in compliance with the County's Invoicing Requirements, Invoicing Methods and Procedures as outlined below.

1. County Time and Attendance Report Requirement

Contractor shall submit a Time and Attendance Report to the County at the end of each month for all time worked. Each Time and Attendance Report shall include the name of the Contractor, the date work was performed, and number of hours worked each day. The Contractor must date and sign the Time and Attendance Report attesting to the accuracy of the information on the Time and Attendance Report.

Contractor must use the standard County Time and Attendance Report provided by the County.

2. County Invoicing Method

Invoice must include the Contractor's name, contract number, date of invoice, date(s) of services and reference attached Time and Attendance Report month and year.

Contractor must attach the corresponding Time and Attendance Report to each invoice.

Each invoice (with Time and Attendance Report attached) must be sent from the Contractor to Cooper Green Mercy Health Services Human Resources Department and /or Administrator of Cooper Green Mercy Health Services Ambulatory Care.

The County will reject non-compliant invoices, provide reason(s) for rejection and request Contractor to resubmit revised invoice.

EXHIBIT B-2

JEFFERSON COUNTY COMMISSION
Provider Time and Attendance Report

Month & Year:

Department:

CONTRACTOR
(PHYSICIAN)

DATE
WORKED

HOURS
WORKED

TOTALS

Contract Requirement:
As stated in Exhibit A

Remarks:

I HEREBY CERTIFY THAT THIS TIME AND ATTENDANCE REPORT IS TRUE AND CORRECT; THAT THE SERVICES THEREON SPECIFIED WERE ACTUALLY PERFORMED FOR JEFFERSON COUNTY, ALABAMA BY THE PERSONS NAMED AND DURING THE TIME STATED; THAT ALL ABSENCES FROM DUTY ARE RECORDED IN ACCORDANCE WITH MY CONTRACTUAL AGREEMENT WITH JEFFERSON COUNTY COMMISSION.

Contractor (Physician) Name please print

Contractor (Physician) Signature

Date

EXHIBIT C

JEFFERSON COUNTY COMMISSION
Provider Monthly Schedule

Month & Year:

Department:

To be submitted at least 30 days prior to the first day of this scheduled month
Monday Tuesday Wednesday Thursday Friday

Date

Hours

Comments

Date

Hours

Comments

Date

Hours

Comments

Date

Hours

Comments

Date

Hours

Comments

IN WITNESS HEREOF, Physician and County have executed this Agreement as of the day and year first above written.

RAVEENDRAN MELETH, M.D.

JEFFERSON COUNTY, ALABAMA:
James A. Stephens, President

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

MAR-09-2017-155

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized

to execute an agreement between Jefferson County, Alabama and SSOE Group to provide professional engineering services for the investigation and repair, specification documents if needed for the emergency electrical failure at the Birmingham Courthouse in the amount of \$10,000.00.

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

MAR-09-2017-156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and A.G. Gaston Boys and Girls Club in the amount of \$2,400.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, A. G. Gaston Boys and Girls Club, Inc. ("A. G. Gaston Boys and Girls Club"), applied for a grant of funds for \$2,400.00; and

WHEREAS, A. G. Gaston Boys and Girls Club is a 501(c)(3) organization with the primary focus of positively impacting the youth and offering them a safe place to be, surrounded by friends and caring adults; and

WHEREAS, A. G. Gaston Boys and Girls Club meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$2,400.00 to A. G. Gaston Boys and Girls Club, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on February 28, 2018.
2. The County shall pay to A. G. Gaston Boys and Girls Club a lump sum payment of \$2,400.00 upon execution of this agreement.
3. A. G. Gaston Boys and Girls Club shall use the public funds to assist in funding for renovations and technical upgrades for its Teen Center

ANY PASS THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. A. G. Gaston Boys and Girls Club shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.

5. A. G. Gaston Boys and Girls Club shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by A. G. Gaston Boys and Girls Club for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The A. G. Gaston Boys and Girls Club representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination A. G. Gaston Boys and Girls Club shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY ALABAMA
James A. Stephen, President
Jefferson County Commission

A.G. GASTON BOYS AND GIRLS CLUB, INC.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Jimmie Stephens that the above resolution be approved. Voting "Aye" Joe Knight and Jimmie Stephens. Voting "Abstain" Sandra Little Brown.

Commissioner Sandra Little Brown disclosed that there has been a sporadic business relationship between her personal business and A. G. Gaston Boys Club wherein she has sold t-shirts to them. Pursuant to Section 36-25-5 of the Code of Alabama, Section (b), it is the recommendation of the County Attorney that Commissioner Sandra Little Brown disclose her business involvement with the Boys Club to the body and that she abstain from voting on the matter. Memorandum attached below on page(s) 661-662.

MAR-09-2017-157

WHEREAS, a Promissory Note and related Financing Documents were executed by Gwenda Brady (Maker) for the purchase of a property at 1429 Wheeling Street, Birmingham. AL 35224: and

WHEREAS, the terms of the Promissory Note state that Jefferson County shall forgive and reduce the principal balance of the Note by \$5,000.00 providing the Maker has abided by the terms of the Promissory Note and related Financing Documents after a period of 15 years from the date of the Promissory Note; and

WHEREAS, the Maker has abided by all terms of the Promissory Note and related Financing Documents;
NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that an Amendment to the Promissory Note executed by Gwenda Brady in favor of Jefferson County, Alabama forgiving \$5,000.00 of the principal balance owed and reducing the corresponding monthly payment be approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Amendment to Promissory Note on behalf of the County.

Adopted: March 9, 2017

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

MAR-09-2017-158

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2016; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the Emergency Solutions Grant (ESG) Administration as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Exemption per 24 CFR 38.24 (a) (3) for the Emergency Solutions Grant (ESG) Administration for program year 2016.

Adopted: March 9, 2017

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

MAR-09-2017-159

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2016; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for Housing Program Delivery as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Exemption per 24 CFR 38.24 (a) (3) for Housing Program Delivery for program year 2016.

Adopted: March 9, 2017

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

MAR-09-2017-160

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for program year 2016; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for CDBG Administration as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Exemption per 24 CFR 38.24 (a) (3) for CDBG Administration for program year 2016.

Adopted: March 9, 2017

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

Communication was read from the Department of Roads and Transportation for the following requests for Excavation Permits from the following Utility Companies:

- Birmingham Water Works Board to install 2,110' of 6" water main at 2nd Street NW and 27th Court NW in Center Point

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Utility Permits be approved. Voting "Aye" Sandra Little Brown, Joe Knight and Jimmie Stephens.

MAR-09-2017-161

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Cal Markert, P.E. Director/County Engineer
Department: Roads & Transportation
Date: February, 24, 2017
Purpose: Payment to Patton Investment Company, LLC for acquired
Temporary Construction Easement for Topics VIII, Site 1
Montevallo Road and Mayfield Drive
Project No. STPBH 9802(88) Tr. No. 1
Agent: Rick Turner
Price: \$820.00
Pay to the order of: Patton Investment Company, LLC
Mailing Address: 200 Citation Court Suite 100
Birmingham, AL 35209
Fund: 4020 5100 551200 R136C
Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 9th day of March, 2017, recorded in Minute Book 170, Page(s) 650, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seat of Jefferson County, Alabama, this the 9th day of March, 2017

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31, 2019

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

MAR-09-2017-162

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Department: Cal Markert, P.E. Director/County Engineer
Department: Roads & Transportation
Date: February 24, 2017
Purpose: Payment to James C. Koehler for acquired Right of Way and
Temporary Construction Easement for Topics VIII, Site 1
Montevallo Road and Mayfield Drive
Project No. STPBH 9802 (88) Tr. No. 2
Agent: Rick Turner
Price: \$5,675.00
Pay to the order of: James C. Koehler
Mailing Address: 655 Fox Run, Suite B.
Findlay, Ohio 45840

Fund: 4020 5100 551200 R136C
Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 9th day of March, 2017, recorded in Minute Book 170, Page(s) 651, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 9th day of March, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31, 2019

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

MAR-09-2017-163

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Department: Cal Markert, P.E. Director/County Engineer
Department: Roads & Transportation
Date: February 23, 2017
Purpose: Payment to the Estate of David W. Segars, Jr. for
Sanitary Sewer Easement and TCE
Wickstead Sanitary Sewer Replacement Project
for: Tr. 5
site address 751 Sunrise Blvd.,
Bess., AL
Agent: Alan K. Dodd

\$800.00

Price:
Pay to the order of: Estate of David W. Segars, Jr.
Mailing Address: 1626 28th Avenue North
Hueytown, AL 35023

Fund: 6040 7100514080
Check Delivery Code Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 9th day of March, 2017, recorded in Minute Book 170, Page(s) 651, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 9th day of March, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31, 2019

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

MAR-09-2017-164

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Cal Markert P.E. Director/County Engineer
Department: Roads & Transportation
Date: February 23, 2017
Purpose: Payment to Damon Segars for Sanitary Sewer Easement and
TCE - Wickstead Sanitary Sewer Replacement Project for:
Tr. 28 - site address - 1120 Brooklane Dr., Hueytown, AL (Payment is half of the
total of \$500) separate check \$250 Agent: Alan K. Dodd
Price: \$250
Pay to the order of Damon Segars
Mailing Address: 2237 Pioneer Drive
Hoover, AL 35226
Fund: 6040 7100 514080
Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 9th day of March, 2017, recorded in Minute Book 170, Page(s) 651 - 652, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 9th day of March, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31, 2019

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

MAR-09-2017-165

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Cal Markert, P.E. Director/County Engineer
Department: Roads & Transportation

Date: February 23, 2017
Purpose: Payment to the Estate of David W. Segars, Jr. for Sanitary Sewer Easement and TCE Wickstead Sanitary Sewer Replacement Project for:

Tr. 28 site address 1120 Brooklane Dr., Hueytown, AL
(Payment is half of the total \$500) separate check \$250
Price: \$250

Pay to the order of: Estate of David W. Segars, Jr.
Mailing Address: 1626 28th Avenue North
Hueytown, AL 35023

Fund: 6040 7100514080
Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 9th day of March, 2017, recorded in Minute Book 170, Page(s) 652, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 9th day of March, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31, 2019

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

MAR-09-2017-166

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quickclaim Deed for the release of the CrossPlex – Valley Creek Trunk Sewer Right of Way to the City of Birmingham. The Right of Way was donated for the original project, but the sewer line has since been abandoned and relocated.

Quickclaim Deed on file in the Minute Clerk Office.

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

MAR-09-2017-167

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

| | |
|--------------------------------|-------------|
| Clay Chalkville Animal Clinic | \$18,000.00 |
| Hope Animal Clinic | \$18,000.00 |
| Lathan & Associates Architects | \$35,000.00 |
| ProLogic ITS, LLC. | \$89,965.14 |

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

MAR-09-2017-168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute the following Community Grant Program Agreements:

| | |
|-------------------------|------------|
| Mt. Olive Fire & Rescue | \$1,000.00 |
| City of Kimberly | \$5,000.00 |
| Positive Maturity, Inc. | \$1,000.00 |

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

MAR-09-2017-169

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and the Office of Prosecution Services for the Deputy DA replacement in the Bessemer Division in the amount of \$53,705.52.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT

RECITAL

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer Assistant District Attorneys. The law also requires the state to pay a portion of the compensation for some of the District Attorneys. Where the compensation responsibility is divided between the County and the State, the Assistant District Attorney's pension membership is also divided between the County pension and the State pension. Through this agreement, the parties establish an option for the District Attorneys and the Assistant District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family overage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Assistant District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney, the District Attorney for the Bessemer Division and the Assistant District Attorneys in both divisions agree as set out below

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a. The respective salary amounts for ADA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorney's Offices and directed to be payable by Jefferson County as salary compensation;
- b. An amount equal to 3% of the salary compensation representing an employer pension match;
- c. An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the ADA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Assistant District Attorney hereby elects to have his County provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State provided compensation and paid to him on the OPS payroll.

2. By execution below the District Attorney hereby endorses and approves the above election of the Assistant District Attorney.

3. The County hereby agrees to make quarterly payments in advance, no later than the 10th day of the months of January, April, July and October of each year, of the County provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State provided compensation and paid to the assistant district attorney on the OPS payroll.

4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Assistant District Attorneys and changes in insurance coverage and the amount paid by the State.

5. This Agreement may be terminated by any party upon two months prior written notice to the other parties.

6. The effective date of this Agreement shall be February 15, 2017, or upon the effective date of the undersigned ADA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

Lynneice O. Washington
District Attorney, Bessemer Division

Gregory A. Garnette, Asst. District Attorney
Bessemer Division

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

MAR-09-2017-170

ja31law28js.r2

Recommended By: The Mayor and the Economic Development, Budget and Finance
Committee

Submitted By: The City Attorney

RESOLUTION NO. 274-17

WHEREAS, Act No. 1969-916, Acts of Alabama (the "Act") authorizes municipalities located in Jefferson County to make the most efficient use of their respective powers by enabling such entities to cooperate with each other and with the State on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such municipalities; and

WHEREAS, the Act authorizes the City to enter into agreements for joint or cooperative action with the governmental entities such as Jefferson County, Alabama, the Sheriff of Jefferson County, Alabama, and The Board of Trustees of The University of Alabama on behalf of The University of Alabama Hospital pursuant to the provisions of the Act; and

WHEREAS, the City, Jefferson County, Alabama, the Sheriff of Jefferson County, Alabama, and The Board of Trustees of The University of Alabama on behalf of The University of Alabama Hospital (the "Hospital") are jointly concerned with and desire to continue a procedure for providing prompt care and evaluation of suspected mentally disturbed persons pending the initiation of commitment proceedings (the "Services") in accordance with Alabama Act 1975 -353; and

WHEREAS, these parties desire to enter into an Inter-Cooperation Agreement pursuant to the Act to establish such a procedure for the provision of the Services; and

WHEREAS, the Hospital is duly licensed and qualified to provide such services and desires to furnish such Services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Birmingham that the Professional Services Contract Inter-Cooperation Agreement for Care of the Mentally 111, in substantially the same form as on file with the Office of the City Clerk and as before this Council, by and among the City, Jefferson County, Alabama, the Sheriff of Jefferson County, Alabama, and The Board of Trustees of The University of Alabama on behalf of The University of Alabama Hospital, under which UAB Hospital will provide the Services described above for a term of three years, at a cost to the City not to exceed One Hundred Thousand Dollars (\$100,000) per year, is hereby approved, and the Mayor be and hereby is authorized to execute, for and as the act of said City, such Professional Services Contract Inter-Cooperation Agreement.

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

Adopted by the Council January 31, 2017 and Approved by the Mayor February 7, 2017

CONTRACT No: 274-17

STATE OF ALABAMA)
JEFFERSON COUNTY)

PROFESSIONAL SERVICES CONTRACT
INTER-COOPERATION AGREEMENT FOR CARE OF THE MENTALLY ILL

This PROFESSIONAL SERVICES CONTRACT ("Agreement") is entered into as of the Effective Date set forth below, by and between JEFFERSON COUNTY, ALABAMA (the "County"), the SHERIFF of Jefferson County, Alabama (the "Sheriff"), and the CITY OF BIRMINGHAM, ALABAMA (the "City") (all of which shall be collectively referred to herein as the "CONSORTIUM"), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA ON BEHALF OF THE UNIVERSITY OF ALABAMA HOSPITAL (referred to herein as "HOSPITAL") as follows:

WHEREAS, the parties are jointly concerned with and desire to continue a procedure for providing prompt care and evaluation of suspected mentally disturbed persons pending the initiation of commitment proceedings in accordance with Alabama Act 353 (1975) ("Services"), which is attached hereto and incorporated herein as EXHIBIT A;

WHEREAS, all parties participating in the CONSORTIUM desire to enter into an Inter-Cooperation Agreement establishing such a procedure; and

WHEREAS, the HOSPITAL is duly licensed and qualified to provide such services and desires to furnish such Services to the CONSORTIUM.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. ENGAGEMENT OF CONTRACTOR. The CONSORTIUM hereby agrees to engage the HOSPITAL and HOSPITAL hereby agrees to be engaged to perform the Services described herein.

2. SCOPE OF SERVICES. The HOSPITAL shall provide professional services and hospitalization for the mentally ill and suspected mentally ill as forth below:

A. Non-Violent Individuals.

1. The City and/or Sheriff shall immediately transport to the HOSPITAL emergency room and render such assistance as needed pending and during psychiatric evaluation.

2. Law enforcement officers are allowed to leave the Emergency Department after the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.

3. HOSPITAL shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, HOSPITAL may admit the individual to the hospital. If any individual is admitted to the hospital pursuant to this Agreement, the HOSPITAL shall notify the Judge of Probate of such admission no later than the next business day following admission. The HOSPITAL shall notify the UAB Department of Psychiatry of the need for consultation on those individuals needing psychiatric evaluation.

B. Violent Individuals.

1. The City and/or Sheriff shall immediately transport to the HOSPITAL emergency room and render such assistance as needed pending and during psychiatric evaluation.

2. Law enforcement officers are allowed to leave the Emergency Department after the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.

3. HOSPITAL shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, HOSPITAL may admit the individual to the hospital. If any individual is admitted to the hospital pursuant to this Agreement, the HOSPITAL shall notify the Judge of Probate of such admission no later than the next business day following admission. The HOSPITAL shall notify the UAB Department of Psychiatry of the need for consultation of those individuals needing psychiatric evaluation.

3. TERM OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK. The term of the Agreement shall be from the date it is executed by the last of the parties to sign (the "Effective Date") through September 30, 2019.

4. COMPENSATION.

A. The HOSPITAL will furnish quarterly invoices and spreadsheets to the County, and the City that include the following information: (i) Account Number; (ii) Patient Name; (iii) Dates of Service; (iv) Detailed Accounting of Services furnished to each patient; (v) Amount due. for each patient; (vi) which municipality brought the patient to the Emergency Room; and (vii) the calculation of the pro rata share of the patient's bill that is invoiced each member of the CONSORTIUM.

B. The HOSPITAL shall be reimbursed for the Services as follows:

1. Emergency Evaluation and Hospitalization of Persons Suspected of Mental Illness. Hospital In-Patient rate per patient for each day each person stays in the hospital shall be as follows:

\$700.00 per patient per day for each day of in-patient hospitalization (pro-rated as \$175.00 per day for the City of Birmingham and \$525.00 per day for Jefferson County) HOSPITAL shall cap the number of in-patients billed per day to no more than five (5) patients under Sections 4(B) (1) and 4(b) (2) of this Agreement, regardless of how many patients receive Services from the HOSPITAL.

2. Daily Rate for Professional Services. The daily professional rate for provision of the Services shall be as follows:

(a) \$118.00 per patient (pro-rated as \$29.00 per day for the City of Birmingham and \$89.00 per day for Jefferson County)

Payment for psychological testing provided under Section 4(b) (1) and ordered by a UAB psychiatrist shall be

(b) \$448.00 per standard battery of tests (pro-rated as \$111.50 to the City of Birmingham and \$336.50 to Jefferson County)

(c) \$698.00 Per extended battery of tests (pro-rated as \$174.00 to the City of Birmingham and \$524.00 to Jefferson County)

(d) Psychiatric consultation will be billed to Jefferson County at the rate of \$158.00 for each consultation
(e) Psychiatric consultation will be billed to the City of Birmingham at the rate of \$158.00 for each consultation
(f) Emergency room psychiatric services at the HOSPITAL will be provided for the annual sum of \$74,988 (pro-rated as \$1,562.00 to the City of Birmingham per month and \$4,687.00 to Jefferson County per month)

C. The above rates are for Service provided that are not covered by other third-party payers, including private insurers, Medicare, or Medicaid. Service rendered to persons brought to the Emergency Department pursuant to this Agreement who are covered by other payers will be billed to the other payers until such time as their benefits are exhausted. When the patient's benefits are exhausted, the patient will be considered as occupying one of the CONSORTIUM's beds.

D. In no event shall the total amount of the City of Birmingham's obligation for the time period from the effective date through June 30, 2017, and during each subsequent twelve-month period from July 1 through June 30 during the term of this contract exceed One Hundred Thousand and NO/100 Dollars (\$100,000.00) per each such twelve month period. HOSPITAL agrees and understands that the funding of this Agreement is solely provided from the General Fund of the City of Birmingham. HOSPITAL acknowledges that the City's funding for each annual payment must be provided in the City's General Fund Budget for the corresponding fiscal year of the City (July 1 through June 30). Accordingly, notwithstanding any other provision of this Agreement, in the event that funds are not appropriated by the City for this Agreement, then this Agreement shall terminate with respect to the City as of the date such budget is adopted and (i) HOSPITAL shall have no obligation under this Agreement to provide Services beyond the fiscal year of the City for which funds were last appropriated and (ii) the City shall have no obligation to pay for any work performed for which funds have not been appropriated, The City shall notify HOSPITAL in writing of any such non-allocation of funds at the earliest possible date.

E. Billing for Service furnished under this Agreement will be billed monthly by HOSPITAL

Billing Office to:

Director of Finance
City of Birmingham
Room 205
710 20th Street, North 1st Floor
Birmingham, Alabama 35203

Office of Mayor
City of Birmingham
710 20th Street North, 3rd Floor
Birmingham, Alabama 35203
Finance Department
Jefferson County Commission
Suite 820
716 Richard Arrington, Jr. Blvd. North
Birmingham, Alabama 35203

Probate Judge Alan King
716 Richard Arrington, Jr., Blvd. North
Suite 100
Birmingham, Alabama 35203

WARRANTY. HOSPITAL warrants, represents, and covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and received all necessary approval to execute and deliver this Agreement and the individual executing the Agreement on behalf of HOSPITAL has been duly authorized to act for and bind HOSPITAL.

6. ASSIGNMENT. No portion of the Agreement may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the CONSORTIUM. Should the CONSORTIUM authorize the HOSPITAL to subcontract or

assign any portion of this Agreement, HOSPITAL will maintain the ultimate legal responsibility for all Services according to contract specifications. In the event of a subcontract, HOSPITAL must maintain a continuous effective business relationship with the subcontractors), including regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or in part, will result in termination of this Agreement and/or legal ramification, due to non-performance. GOVERNING LAW/DISPUTE RESOLUTION. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all Service, materials, and equipment to be rendered pursuant hereto are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that the jurisdiction and venue over all disputes arising under this Agreement shall be the State of Alabama Board of Adjustment, the exclusive venue for which a claim may be brought against the HOSPITAL, as a division of the Board of Trustees of the University of Alabama. (See, Code of Alabama §§ 41-9-60 through 41-9-74).

8. STATEMENT OF CONFIDENTIALITY. The HOSPITAL agrees that nay information accessed or gained in performance of the duties required pursuant to this Agreement shall be maintained in absolute confidence and will not be released, discussed or made known to any party or parties for any reason whatsoever, except as may be required by the conduct of duties hereunder, or where disclosure is required by law or mandated by a court of competent jurisdiction.

9. INDEPENDENT CONTRACTOR. The HOSPITAL acknowledges and understands that the performance of this contract is as an independent contractor and as such, the HOSPITAL is obligated for Workmen's Compensation, FICA taxes, Occupational taxes, all applicable federal, state, and local taxes, etc. and that neither the County nor the City will be obligated for the same under this Agreement.

10. NON-DISCRIMINATION POLICY. The County and the City are strongly committed to equal I opportunity in the solicitation of contacted services. HOSPITAL agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, o veteran status.

The HOSPITAL and the County acknowledge and agree that the City, as a matter of public policy, encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Under-utilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic, and community revitalization programs.

11. MISCELLANEOUS REQUIREMENTS. Upon execution of this Agreement, HOSPITAL shall furnish the Jefferson County Finance Department and the City of Birmingham Finance Director with information required for IRS Form 1099 reporting and other pertinent data required by law.

12. TERMINATION OF CONTRACT. This Agreement may be terminated without cause by the County or by the City upon thirty (30) days' prior written notice provided to the other parties. Any violation of this Agreement shall constitute a breach and default of this Agreement. Upon such breach, the County or the City shall have the right to immediately terminate this Agreement. Such termination shall not relieve the County or the City for payment of Services already furnished pursuant to this Agreement.

13. LIABILITY. The HOSPITAL shall not, without prior written permission of the CONSORTIUM specifically authorizes it to do so, represent or hold harmless itself out to others as an agent of or act on behalf of the CONSORTIUM.

14. HOLD HARMLESS AND INDEMINFICATION. CONSORTIUM and HOSPITAL shall each be responsible for any and all liability resulting from the acts and/or omission of their respective employees, officers, directors, agents, and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other parties' employees, officers, directors, agents, and contractors. Neither party will indemnify, hold harmless, or defined the other party or any third party for any liability that may result from activities under this Agreement.

15. NOTICES. Unless otherwise provided herein, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Contractor:

UAB MEB 300

Copy to:

Probate Judge Alan King

619 19th Street South
Birmingham, Alabama 35294

716 Richard Arrington Blvd, North
Suite 100
Birmingham, Alabama 35203

Copy to: Jefferson County Manager
716 Richard Arrington Blvd, N
Room 251
Birmingham, Alabama 35203

Jefferson County Attorney's Office
716 Richard Arrington Blvd, N
Room 280
Birmingham, Alabama 35203

Copy to: Office of the Mayor
City of Birmingham
710 20th Street North, 3rd Floor
Birmingham, Alabama 35203

City Clerk's Office
City of Birmingham
710 20th Street North, 3rd Floor
Birmingham, Alabama 35203

Copy to: City Attorney
City of Birmingham
710 20th Street North, 6th Floor
Birmingham, Alabama 35203

Jefferson County Sheriff's Office
Attn: Sheriff Mike Hale
2200 Reverend Abraham Wood Jr. Blvd
Birmingham, Alabama 35203

16. AMENDMENT OF AGREEMENT. The Agreement contains the entire understanding between the parties, and no change of any term or provision of the Agreement shall be valid unless amended by written instrument, which has been executed or approved by all of the parties. Any such amendment shall be attached to and made a part of this Agreement.

17. INSURANCE. The HOSPITAL, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of the negligent actions or omissions of the HOSPITAL, its officers, employees and agents in the performances of the work that is subject to this Agreement. HOSPITAL maintains a formal self-insurance program to cover claims against the institutions and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

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

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination pursuant to a breach of this certification, HOSPITAL shall immediately refund to the CONSORTIUM all amounts paid by the CONSORTIUM to the HOSPITAL pursuant to this Agreement.

19. IMMIGRATION LAW COMPLIANCE. By signing the Agreement, the contracting parties affirm for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of this Agreement and shall, to the extent permitted under Alabama law, be responsible for all damages resulting therefrom.

20. GENERAL PROVISIONS. The parties do not intend to create a separate legal entity to conduct the transactions contemplated by this Agreement, and the administration of the undertakings shall be by the CONSORTIUM and the

HOSPITAL, as provided in the Agreement. Any funds belonging to the City or the County, which are not due and owing to the HOSPITAL and, which have not been expended upon the expiration of the term of this Agreement shall be retained by such party upon termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be executed by their duly appointed representative.

ATTEST:
 Lee Frazier, Clerk
 Approved As to Form by the Law Department

CONSORTIUM:
 Jefferson County, Alabama
 James A. Stephens, President
 Jefferson County Commission
 Date: 03/09/17
 Mike Hale, Sheriff Date:

CITY OF BIRMINGHAM, ALABAMA
 William A. Bell, Sr., Mayor
 Date: 02/07/17

HOSPITAL:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA ON BEHALF OF THE UNIVERISIT OF ALABAMA
 HOSPITAL
 Stephanie A. Mullins
 Associate Vice President for Financial Affairs

RETURN THE COPY WITH ORIGINAL SIGNATURES TO MINUTES CLERK OFFICE ROOM 410 - COURTHOUSE

EXHIBIT A, ACT 353, is on file in the Minute Clerk’s Office.

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording.

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

Unusual Demands Report
 03/09/2017

| | Department | Vendor # | Vendor Name | Description | Amount | Doc # | Batch # |
|---|-----------------------------|----------|------------------------|--|--------|--------|---------|
| 1 | BARTON LABORATORY | 100193 | JEFFERSON CO TREASURER | 10 FEET SURGE PROTECTOR | 22.99 | 189314 | 8825 |
| 2 | BOARD OF EQUALIZATION | 100193 | JEFFERSON CO TREASURER | UDPC-Stodghill,R-Postage for mailing court documen | 7.20 | 189718 | 8876 |
| 3 | CG ADMINISTRATION | 100193 | JEFFERSON CO TREASURER | Petty cash for Christmas Decorations CG-Lobby | 485.96 | 189537 | 8850 |
| 4 | EMERGENCY MANAGEMENT AGENCY | 100193 | JEFFERSON CO TREASURER | BATTERIES HARDWARE POSTAGE VEHICLE REPAIR HOLSTER | 223.89 | 189769 | 8884 |

| | | | | | | | |
|----|--------------------------------|--------|------------------------|--|---------|--------|------|
| 5 | ESD GENERAL ADMINISTRATION | 100193 | JEFFERSON CO TREASURER | DOMAIN NAME REINSTATEMENT FOR ESD-HAROLD PARSONS | 45.98 | 189274 | 8811 |
| 6 | FAMILY COURT CLERK OFFICE-BHAM | 100600 | FAMILY COURT OF BHAM | Bank fee/shortage reimbursement May 16 - Jan 17 | 1907.73 | 189485 | 8841 |
| 7 | FIVE MILE CREEK WWTP | 100193 | JEFFERSON CO TREASURER | INK; LIME; FITTING; HOSE; COUPLER | 1125.36 | 190189 | 8947 |
| 8 | FIVE MILE CREEK WWTP | 100193 | JEFFERSON CO TREASURER | GOLF CAR REPAIR; INK; ELECTRICAL PARTS; LOCKNUTS | 803.71 | 189172 | 8802 |
| 9 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASED MATERIAL TO REPAIR RIDING LAWNMOWER GSOC | 432.26 | 189412 | 8831 |
| 10 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASED A BRASS ROD FOR GROUNDS | 112.00 | 189134 | 8790 |
| 11 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASE GENERATOR FOR GSOC | 20.98 | 190177 | 8945 |
| 12 | GEN SERV-ADMIN | 100193 | JEFFERSON CO TREASURER | PURCHASED TWO 2.5 GAL. DEF FLUID FOR GSOC TRUCK | 20.00 | 189816 | 8891 |
| 13 | GENERAL FUND | 135620 | DAUN KING | RETIREE REFUND/TURNED 65 BENEFITS TERMED 12/1/2016 | 207.53 | 188976 | 8763 |
| 14 | HOME GRANT | 100193 | JEFFERSON CO TREASURER | PETTY CASH: STORM WATER FEE_HOME PROGRAM | 20.18 | 188440 | 8706 |
| 15 | HUMAN RESOURCES ADMIN | 135333 | JAMES PANDOLFO | ASSESSOR EXPENSES AND PER DIEM 12/2/-12/30/2016 | 128.00 | 189347 | 8830 |
| 16 | INSPECTION SERVICES | 100193 | JEFFERSON CO TREASURER | Petty cash for Computer cord | 23.99 | 188075 | 8652 |
| 17 | PERSONNEL BOARD EMP REL | 100193 | JEFFERSON CO TREASURER | Reimb. V Merritt for Mtg. Costs on 2/8/17 | 80.00 | 188368 | 8687 |
| 18 | PERSONNEL BOARD TESTING | 100193 | JEFFERSON CO TREASURER | Reimb Mileage to R Lillard for 12/15/16 - 02/08/17 | 49.90 | 189139 | 8794 |
| 19 | PERSONNEL BOARD TESTING | 100193 | JEFFERSON CO TREASURER | Reimb. Mileage for R Lillard 2/9-16/17 | 39.26 | 189653 | 8863 |
| 20 | PERSONNEL BOARD TESTING | 100193 | JEFFERSON CO TREASURER | Reimb J Lecheler for Mileage 12/8/16 - 1/18/17 | 29.16 | 189138 | 8794 |
| 21 | PERSONNEL BOARD TESTING | 130904 | TAMMIE REEDER | 2017 Police/Sherrif Sgt. - T Reeder 1/22-26/17 | 125.00 | 189814 | 8890 |
| 22 | PERSONNEL BOARD TESTING | 131688 | DENNI RANDALL | 2017 Police/Sherrif Sgt. - D Randall 1/22-26/17 | 249.88 | 189813 | 8890 |
| 23 | PERSONNEL BOARD TESTING | 133001 | MICHAEL SODEN | 2017 Police/Sheriff Sgt. - M Soden 1/22-26/17 | 154.16 | 189815 | 8890 |
| 24 | PERSONNEL BOARD TESTING | 133480 | RUBEN GUZMAN | 2017 Police/Sheriff Sgt.-R Guzman 1/22-26/17 | 125.00 | 189811 | 8890 |
| 25 | PERSONNEL BOARD TESTING | 133482 | REX FLOWERS | 2017 Police/Sheriff Sgt. - R Flowers 1/22-26/17 | 248.12 | 189810 | 8890 |
| 26 | PERSONNEL BOARD TESTING | 135590 | LOUELLA FERNA | 2017 Police/Sheriff Sgt. - L Fena Reimb.1/22-26/17 | 289.16 | 189809 | 8890 |
| 27 | PERSONNEL BOARD TESTING | 135591 | ROBERT HICKMAN | 2017 Police/Sheriff Sgt. - R Hickman 1/22-26/17 | 175.00 | 189812 | 8890 |
| 28 | PERSONNEL BOARD TESTING | 135592 | KELVIN ANDERSON | 2017 Police/Sheriff Sgt - K Anderson Reimb | 175.00 | 189808 | 8890 |
| 29 | REVENUE | 100193 | JEFFERSON CO TREASURER | REIMB. POSTAGE, OFF SUPP., MILEAGE BATCH 8559 | 443.72 | 187522 | 8559 |
| 30 | ROADS AND TRANS HWY ENG CONS | 100193 | JEFFERSON CO TREASURER | RUBBER STAMPS & HD50 CONCRETE PATCH | 215.40 | 189757 | 8881 |
| 31 | ROADS AND TRANS HWY ENG CONS | 100193 | JEFFERSON CO TREASURER | REGISTRATIONFEE PAVEMENT PRESERVATION STACEY ELLIS | 150.00 | 187917 | 8624 |
| 32 | SENIOR CITIZEN SVCS-GEN | 100193 | JEFFERSON CO TREASURER | PETTY CASH: OSCS_MEETING 2.10.17 | 86.24 | 188441 | 8706 |
| 33 | SENIOR CITIZEN SVCS-GEN | 100193 | JEFFERSON CO TREASURER | PETTY CASH: OSCS_OFFICE SUPPLIES | 13.99 | 188444 | 8706 |
| 34 | SEWER BILLING | 135173 | JUNE FRANZ | refund for acct # I 6-28532 D | 91.27 | 186002 | 8337 |
| 35 | SEWER BILLING | 135200 | MORRIS BELL | REFD SNT TO PROC ACCT# I 4-18400 D | 28.37 | 186916 | 8476 |
| 36 | SEWER BILLING | 135382 | BARBARA BENNETT | Refund for acct # W0-48739 D | 460.26 | 186001 | 8337 |
| 37 | SEWER BILLING | 135509 | MARVIN AND/OR HOLT | REFD SNT TO PROC ACCT# I 4-16050 D | 219.76 | 186921 | 8476 |

| | | | | | | | |
|--------------------|--------------------------|--------|---------------------------|---|--------------------|--------|------|
| 38 | SEWER BILLING | 135510 | JEAN C FERNANDEZ | REFD SNT TO PROC ACCT # I 6-28520 D | 38.02 | 186910 | 8476 |
| 39 | SEWER BILLING | 135559 | EUGENE GRANT JR | Refund for Liens # 2 & 3 | 314.97 | 188752 | 8730 |
| 40 | SEWER BILLING | 135644 | NELL MEHAFFEY | refund for overpayment Acct# W0-70002 D | 39.72 | 189974 | 8730 |
| 41 | SEWER BILLING | 302343 | ROSELEE C SALVAGO | REFD FOR LK ADJ ACCT# R1000-664 C | 350.00 | 186900 | 8476 |
| 42 | SEWER SURVEY | 100193 | JEFFERSON CO TREASURER | SHOP VAC FILTERS | 26.98 | 188643 | 8717 |
| 43 | SF CORRECTIONS-BH | 100193 | JEFFERSON CO TREASURER | 11 USED TV PURCHASED FOR JAIL | 179.99 | 189170 | 8801 |
| 44 | SF ENFORCEMENT -BHAM | 100193 | JEFFERSON CO TREASURER | REPLACE BROKEN FOLDING CHAIRS IN ELECTION VAULT | 59.50 | 189119 | 8783 |
| 45 | SF ENFORCEMENT -BHAM | 100193 | JEFFERSON CO TREASURER | GARAGE CLOSED OIL NEEDED FOR PATROL CAR | 37.99 | 188049 | 8643 |
| 46 | SF ENFORCEMENT -BHAM | 100193 | JEFFERSON CO TREASURER | FUEL CARD DECLINED PERSONAL DEBT USED PATROL CAR | 25.01 | 189120 | 8783 |
| 47 | SF ENFORCEMENT -BHAM | 100193 | JEFFERSON CO TREASURER | VGA ADAPTER FOR MACC UNIT | 20.99 | 188048 | 8643 |
| 48 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | petty cash for lunch for Planning Zoning Board 2/9 | 81.10 | 189486 | 8842 |
| 49 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | PC for webinar on Dissolved Pollutants | 79.00 | 188077 | 8654 |
| 50 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | Petty cash for Stormwater to pay for 7 flashlights | 76.10 | 188053 | 8647 |
| 51 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | Petty Cash for flashlights | 47.96 | 187229 | 8526 |
| 52 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | Petty cash food plan and Zone | 31.87 | 189497 | 8843 |
| 53 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | petty cash for evidence bags | 11.92 | 189111 | 8779 |
| 54 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | petty cash for P and Zoning Board Meeting | 10.97 | 189108 | 8777 |
| 55 | STORMWATER MANAGEMENT | 100193 | JEFFERSON CO TREASURER | petty cash for postage | 6.65 | 188076 | 8653 |
| Grand Total | | | | | \$10,475.15 | | |

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Unusual Demands be approved. Voting "Aye" Sandra Little Brown, Joe Knight and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Community and Economic Development

| | |
|---|--------|
| Deborah Sasser | 851.54 |
| Margaret Smith | 861.54 |
| HUD Region IV Training Atlanta, GA – March 27-30, 2017 | |

Environmental Services

| | |
|---|----------|
| Gary Nelson | 1,377.66 |
| Brian Rohling | 1,544.76 |
| Matt Alpaugh | 1,402.93 |
| Alabama Water Environment Association Conference Orange Beach, AL – April 9-12, 2017 | |

Family Court

| | |
|--|-------------------------------------|
| Vanessa Jones | 441.38 |
| Devella Malone | 441.38 |
| JDAI Intersite Conference Orlando, FL – April 17-19, 2017 | |
| Office of Senior Services | |
| Coleecia Perryman | 180.00 |
| Janice Williams | 180.00 |
| Dedra Lewis | 150.00 |
| 36 th Annual Aging Conference Pelham, AL – April 19-21, 2017 | |
| Roads and Transportation | |
| Laura Carter | 1,295.78 |
| Kellie Johnson | 1,295.78 |
| Alabama EMA Conference Prattville, AL – March 13-17, 2017 | |
| | <u>INDIVIDUAL STAFF DEVELOPMENT</u> |
| Board of Equalization | |
| Cleon Rogers | 610.00 |
| Appraisal of Land Hoover, AL – March 20-24, 2017 | |
| Penny Nunnelley | 1,091.15 |
| Property Tax Administration Montgomery, AL – April 2-7, 2017 | |
| Monica Evans | 774.89 |
| Basic Mapping Montgomery, AL – March 7-10, 2017 | |
| Don McAllister | 738.69 |
| AAAO MidWinter Conference Opelika, AL – February 28 – March 3, 2017 | |
| Maria Knight | 650.96 |
| AAAO Midwinter Conference Huntsville, AL – February 26-28 and March 2, 2017 | |
| Community and Economic Development | |
| Frederick Hamilton | 1,646.64 |
| Southeastern Employment and Training Association Jacksonville, FL – March 19-21, 2017 | |
| Family Court | |
| Joy Handley | 1,723.92 |
| 2017 MnATSA Conference Minneapolis, MN – April 18-21, 2017 | |

| | |
|---|-----------------------------|
| Rebekah Pearson Gang Specialist Training Program Chicago, IL – August 6-9, 2017 | 1,942.22 |
| Finance | |
| John Henry GFOA Conference Denver, CO – May 20-24, 2017 | 2,479.50 |
| Revenue | |
| Travis Hulsey GFOA Conference Denver, CO – May 20-24, 2017 | 2,989.60 |
| Natasha Kathiany CGEI Safety Prattville, AL – March 8-9, 2017 | 175.00 |
| Bruce Thompson Tax Audit Charlotte, NC & Atlanta, GA – April 9-15, 2017 | 1,915.90 |
| | <u>FOR INFORMATION ONLY</u> |
| Emergency Management Agency | |
| Annette Davis | 663.25 |
| James Coker 2017 AAEM Conference Montgomery, AL – March 14-16, 2017 | 663.25 |
| Personnel Board | |
| Megan Cochran | 791.69 |
| Jody Lecheler | 441.10 |
| Brian Bellenger | 1,411.50 |
| Lorren Oliver SIOP Conference Orlando, FL – April 26-30, 2017 | 2,015.85 |
| Sheriff | |
| Jason DeRamus | 325.00 |
| Tyler Burt Basic Criminal Investigation Birmingham, AL – March 21-23, 2017 | 325.00 |
| Timothy Pugh | 566.00 |
| John Leon Advanced SWAT School Eutaw and Birmingham, AL – April 2-7, 2017 | 566.00 |
| Shane Williams Child Abuse Symposium | 1,597.58 |

Huntsville, AL – March 26-30, 2017

Erik Eichhorn
Scientific Analysis

1,854.10

Slidell, LA – March 26-31, 2017

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

MAR-09-2017-171

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 02/10/17 – 02/16/17, and 02/17/17 – 02/23/17, BE AND HEREBY ARE APPROVED.

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

MAR-09-2017-172

PURCHASING DIVISION AGENDA REPORT
For Week of 02/10/17 – 02/16/17
Committee Meeting MARCH 7, 2017
For Commission Approval
MARCH 9, 2017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED FEBRUARY 17, 2017

1. RECOMMENDED FOR GENERAL SERVICES FROM AMERICAN CHEMICALS AND EQUIPMENT INC., DBA AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD BID FOR DIAL SOAP FOR THE PERIOD OF 06/01/2017 - 05/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 50 - 17

REFERENCE MUNIS BID # 17039

2. RECOMMENDED FOR GENERAL SERVICES FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR CLOROX BLEACH FOR THE PERIOD OF 07/01/2017 - 06/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 49 - 17

REFERENCE MUNIS BID # 17038

3. RECOMMENDED FOR ALL DEPARTMENTS FROM JUST RITE PRINTING, FULTONDALE, AL, TO AWARD BID FOR COUNTYWIDE OFFSET PRINTING FOR THE PERIOD OF 03/09/2017 - 03/08/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 47 -17

REFERENCE MUNIS BID # 17037

4. RECOMMENDED FOR REVENUE FROM NCP SOLUTIONS, LLC., BIRMINGHAM, AL, TO AWARD BID FOR PRINTING AND MAILING OF JEFFERSON COUNTY TAX BOOKLETS FOR THE PERIOD OF 02/09/2017 - 02/08/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 18 - 17

REFERENCE MUNIS BID # 17027

PURCHASING DIVISION AGENDA REPORT

For Week of 02/17/17 – 02/23/17

Committee Meeting MARCH 7, 2017

For Commission Approval

MARCH 9, 2017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED FEBRUARY 24, 2017

1. RECOMMENDED FOR DISTRICT ATTORNEY FROM STAPLES BUSINESS ADVANTAGE, ATLANTA, GA, TO RENEW BID FOR DIGITAL PRINT & COPY FOR THE PERIOD OF 07/01/2016 - 07/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 36 - 16

REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM A.E.D. BRANDS, KENNESAW, GA, TO RENEW BID FOR AUTOMATED EXTERNAL DEFIBRILLATORS FOR THE PERIOD OF 04/07/2017 - 04/06/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL)

REFERENCE BID # 33 - 16R

REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM LIFEGUARD MEDICAL SOLUTIONS, NASHVILLE, TN, TO RENEW BID FOR AUTOMATED EXTERNAL DEFIBRILLATORS FOR THE PERIOD OF 04/07/2017 - 04/06/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL)

REFERENCE BID # 33 -16R

REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM ARAMARK UNIFORM SERVICES, BIRMINGHAM, AL, TO RENEW BID FOR WORK UNIFORM RENTAL & MISCELLANEOUS FOR THE PERIOD OF 06/08/2017 - 06/07/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL)

REFERENCE BID # 95 - 15

REFERENCE MUNIS BID # N/A

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

MAR-09-2017-173

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

- Regions Bank Visa Credit Card Statement with a closing date of February 28, 2017.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Credit Card Statement be ratified. Voting "Aye" Sandra Little Brown, Joe Knight and Jimmie Stephens.

MAR-09-2017-174

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby authorized and directed to transfer among the various operating and capital funds the following amount for Fiscal Year 2016 as required to provide for cash needs:

From the Bridge and Public Building Fund (2015):

\$16,917,115 to Debt Service Fund

\$14,000,000 to Road Construction Fund

\$7,427,448 to General Fund

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

MAR-09-2017-175

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commissioner President be and is hereby authorized to execute a PACA Agreement between Jefferson County, Alabama and Chilton County Schools to establish membership. Agreement on file in the Minute Clerk Office.

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

MAR-09-2017-176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and Scanning America, increasing the amount of the contract not to exceed \$218,000.00.

State of Alabama
Jefferson County

Con-000009067

AMENDMENT #1 TO CONTRACT FOR MICOFICHE INAGING SERVICE

This Agreement is entered into this 15th day of February, 2017, by and between the Jefferson County Commission, hereinafter called "the County", and Scanning America, located at 3605 Sandy Plains Road, Suite 240-200, Marietta, GA 30066, hereinafter called "The Contractor". The effective date of this contract shall be January 15, 2017.

WHEREAS, the County desires to amend contract 00008524, approved on July 27, 2016 and recorded in minute book 170, pages 146-148, with The Contractor to provide compensation for services in excess of the estimated 7 million microfiche images to be converted to electronic images, indexed and delivered to Jefferson County.

1. "Section 3 is amended to increase the amount from \$168,000 to \$218,000. All other terms of the contract remain the same."

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

By: John T. Borovitcky
Authorized Representative/Scanning America

By: James A. Stephens
President/Jefferson County Commission

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

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

MAR-09-2017-177

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective immediately Resolution 534, dated June 16, 2009, at Minute Book 158, Page 214, terminating maintenance of County Road 52 (Morgan Road) located within the corporate limits of the City of Bessemer, is hereby rescinded.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Resolution dated July 23, 2002, at Minute Book 138, Page 202, is hereby reaffirmed and accepted, a copy of which is detailed below:

BE IT RESOLVED by the Jefferson County Commission that the following roads and portions of roads located in the city limits of Bessemer, Alabama are hereby acknowledged and accepted by Jefferson County for roadbed maintenance, surface maintenance and vegetation control. This includes driveway and road locations connecting onto these roads and their lines of site distance. It is expressly understood that all other items of maintenance such as traffic control, zoning and development controls for properties along and adjacent to the roadway are the responsibility of the city.

1. That portion of County Road 52 (Morgan Road) that lies within the corporate limits of the City of Bessemer

BE IT FURTHER RESOLVED that the County hereby disclaims any maintenance or other road responsibilities for any other roads, within the city limits of Bessemer, Alabama.

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

The following Memorandum placed in the Minutes at the request of Commissioner Sandra Little Brown as it relates to Resolution No. Mar-09-2017-156, on page(s) 648-649 of Minute Book 170 (above).

JEFFERSON COUNTY COMMISSION
JAMES A. (JIMMIE) STEPHENS PRESIDENT
SANDRA LITTLE BROWN PRESIDENT PRO TEMPORE
GEORGE F. BOWMAN
T. JOE KNIGHT

OFFICE OF COUNTY ATTORNEY
THEODORE A. LAWSON, II, County Attorney

SHAWNNA H. SMITH
Deputy County Attorney

DAVID CARRINGTON

ALLISON NICHOLS GAULT
BRENT G. GRAINGER
F. BRADY RIGDON
Assistant County Attorneys
280 Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, Alabama 35203
Telephone (205) 731 2880
FAX (205) 325 5840

MEMORANDUM

TO: Commissioner Sandra Little Brown
FROM: T. A. Lawson, II, County Attorney
DATE: March 2, 2017

RE: Opinion Regarding Introducing and Voting for Community Grant for the A. G. Gaston Boys Club for the Purpose of Updating Computer Equipment

Commissioner Brown, it is my understanding that the A. G. Gaston Boys Club seeks a community grant from the Commission to upgrade its computer lab for the kids that they serve. It is further my understanding that the A. G. Gaston Boys Club is within your district and that procedurally it would be proper for the Boys Club to request that grant from your district funds. I further understand that there is a sporadic business relationship between your business, JJ's T shirts, and the A. G. Gaston Boys Club wherein you have sold them t shirts. Section 36 25 5 of the Code of Alabama, section (b) states in pertinent part:

(b) Unless prohibited by the Constitution of Alabama of 1901, nothing herein shall be construed to prohibit a public official from introducing bills, ordinances, resolutions, or other legislative matters, serving on committees; or making statements or taking action in the exercise of his or her duties as a public official. A member of a legislative body may not vote for any legislation in which he or she knows or should have known that he or she has a conflict of interest. "

Since this community grant is for a specific purpose, and such funds would not be used to obtain personal gain for yourself, it is my opinion that the introduction of this community grant would be an exercise of your public duty. However, out of an abundance of caution, it is my recommendation that you disclose your business involvement with the Boys Club to the body and that you abstain from voting on the matter.

TAL, 11/khc

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 P.M. Tuesday, March 21, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk

END OF MINUTE BOOK 170