
MORGAN COUNTY COMMISSION REGULAR MEETING

The Morgan County Commission of Morgan County, Alabama, convened in a regular meeting on Tuesday, February 10, 2015, at 9:00 a.m. in the Conference Room of the Morgan County Commission Office, County Courthouse, Decatur, Alabama. The following members were present: Mr. Ray Long, Chairman; Mr. Jeff Clark, Mr. Randy Vest, Mr. Don Stisher, and Mr. Greg Abercrombie, members. Absent: Mrs. Robbie Alexander, Clerk. Mrs. Belinda Ealey and Mrs. Julie Reeves acted as the clerks of the Meeting. The Chairman stated that a quorum was present and declared the Meeting open for the transaction of business.

VISITORS

Bill Shinn, County Attorney
Greg Bodley, County Engineer
Clif Knight, Hartselle Enquirer
Keith Clines, Decatur Daily

AGENDA

The Agenda for the meeting of Tuesday, February 10, 2015, had been presented to the Commission for review. The Agenda was amended as follows:

Item #8 – Changed to read as follows:

Authorize the Chairman to enter into an agreement with the Alabama Department of Transportation covering the estimated cost of construction for Project “ATRIP# 52-03-11”, Kirby Bridge Road bridge replacement over the West Fork of Flint Creek and located in Districts 1 and 2. The estimated construction cost is \$3,745,345.06 (Federal ATRIP Funds \$2,508,712.00, County Federal Funds \$487,564.05, County Funds \$749,069.01).

Item #25 – Changed to read as follows:

Adopt resolution reappointing Mr. Don White to the Northeast Morgan County Water Authority Board for a 6-year term, beginning February 28, 2015.

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the Agenda be, and are hereby approved for Tuesday, February 10, 2015.

MINUTES

The Minutes of the meeting held on Tuesday, January 27, 2015 had been presented to the Commission by email for their review.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that there being no further additions or corrections to the above listed minutes, they are hereby approved.

OLD BUSINESS: N/A

NEW BUSINESS:

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE FOLLOWING CONTRACTS REPRESENTING THE PROMOTION OF MORGAN COUNTY, WHICH WILL BE PAYABLE OUT OF THE TOURISM, RECREATION & CONVENTION FUND AS FOLLOWS:

- **Morgan County/Decatur Farmers Market --- \$3,000.00**
- **Hartselle Morgan County Community Task Force (Ad) --- \$100.00**

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-134

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the following contracts representing the promotion of Morgan County, which will be payable out of the Tourism, Recreation & Convention Fund as follows:

- Morgan County/Decatur Farmers Market --- \$3,000.00
- Hartselle Morgan County Community Task Force (Ad) --- \$100.00

THIS the 10th day of February, 2015.

**ADOPT RESOLUTION AUTHORIZING REVENUE COMMISSIONER, AMANDA SCOTT, TO
FILL THE POSITION OF ASSESSMENT CLERK, GRADE 2 (\$10.17 - \$13.27).**

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-135

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Revenue Commissioner, Amanda Scott, to fill the position of Assessment Clerk, Grade 2 (\$10.17 - \$13.27), this the 10th day of February, 2015.

**ADOPT RESOLUTION AUTHORIZING JULIE REEVES, DEPUTY CHIEF
ADMINISTRATIVE OFFICER, TO OPEN A PUBLIC FUNDS CHECKING ACCOUNT TITLED
“MORGAN COUNTY COMMISSION DEPOSITORY ACCOUNT” WITH PEOPLES BANK OF
ALABAMA ON BEHALF OF THE MORGAN COUNTY COMMISSION.**

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-136

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Julie Reeves, Deputy Chief Administrative Officer, to open a Public Funds Checking Account titled “Morgan County Commission Depository Account” with Peoples Bank of Alabama on behalf of the Morgan County Commission, this the 10th day of February, 2015.

**ADOPT RESOLUTION AUTHORIZING MARK HEARD, CORRECTION OFFICER, TO
PARTICIPATE IN THE MORGAN COUNTY EMPLOYEE SELF-IMPROVEMENT AND
EDUCATIONAL PROGRAM FOR CRIMINAL JUSTICE AT ATHENS STATE UNIVERSITY.**

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-137

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Mark Heard, Correction Officer, to participate in the Morgan County Employee Self-Improvement and Educational Program for Criminal Justice at Athens State University, this the 10th day of February, 2015.

**ADOPT RESOLUTION APPROVING CHECKS ISSUED FOR JANUARY, 2015, TOTALING
\$6,376,196.62.**

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-138

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the following checks issued for January, 2015, totaling \$6,376,196.62:

Morgan County Commission Disbursement Information for Agenda January 2015		
Account	Check Numbers	Total Amount
Accounts Payable	203366 - 203797	\$ 2,495,613.66
Payroll	215098 - 215925	78,080.60
Accounts Payable ACH	2153 - 2227	3,475,653.93
Payroll ACH	338 - 341	326,848.43
Total		\$ 6,376,196.62

THIS the 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING THE REFUND OF TAXES PAID IN ERROR FOR THE FOLLOWING:

- **QFC Corporation \$686.00 December 2014**

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-139

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the refund of taxes for QFC Corporation in the amount of \$686.00 for December 2014, paid in error, this the 10th day of February, 2015.

ADOPT RESOLUTION THAT THE MORGAN COUNTY COMMISSION FINDS AND DECLARES THAT THE EXPENDITURE OF PUBLIC FUNDS TO PURCHASE COFFEE AND LIGHT REFRESHMENTS FOR THE ACCA EVENT, "COFFEE @ THE COURTHOUSE", FOR THE PROMOTION OF ENHANCING COMMUNICATION AND WORKING RELATIONSHIPS WITH THE LEGISLATIVE DELEGATION AND ELECTED OFFICIALS IN PARTICIPATING COUNTIES, BEING HELD ON FEBRUARY 18, 2015 SERVES A VALID PUBLIC PURPOSE AND AUTHORIZES THE CHIEF ADMINISTRATIVE OFFICER TO EXPEND THE FUNDS NOT TO EXCEED A TOTAL OF \$200.00 TO PURCHASE REFRESHMENTS FOR THIS EVENT.

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-140

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby adopt resolution that the Morgan County Commission finds and declares that the expenditure of public funds to purchase coffee and light refreshments for the ACCA event, "Coffee @ The Courthouse", for the promotion of enhancing communication and working relationships with the legislative delegation and elected officials in participating counties, being held on February 18, 2015 serves a valid public purpose and authorizes the Chief Administrative Officer to expend the funds not to exceed a total of \$200.00 to purchase refreshments for this event, this the 10th day of February, 2015.

AUTHORIZE THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION COVERING THE ESTIMATED COST OF CONSTRUCTION FOR PROJECT "ATRIP# 52-03-11", KIRBY BRIDGE ROAD BRIDGE REPLACEMENT OVER THE WEST FORK OF FLINT CREEK AND LOCATED IN DISTRICTS 1 AND 2. THE ESTIMATED CONSTRUCTION COST IS \$3,745,345.06 (FEDERAL ATRIP FUNDS \$2,508,712.00, COUNTY FEDERAL FUNDS \$487,564.05, COUNTY FUNDS \$749,069.01.

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-141

BE IT RESOLVED, by the County Commission of Morgan County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of a 40'-120'-6@40' AASHTO girder replacement bridge and approaches on CR-125 (Kirby Bridge Road) over west fork of Flint Creek. BIN# 007952. Length — 0.302 miles Project# ACBRZ59676-ATRP (009); MCP# 52-137-12; ATRIP# 52-03-11

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk, passed, adopted, and approved this 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING AN EXTENSION OF LEAVE WITHOUT PAY FOR ASSESSMENT CLERK, KAREN SPARKS, THRU MARCH 31, 2015, AS REQUESTED BY SHARON MAXWELL, COMMISSIONER OF LICENSES.

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-142

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize an extension of leave without pay for Assessment Clerk, Karen Sparks, through March 31, 2015, as requested by Sharon Maxwell, Commissioner of Licenses, this the 10th day of February, 2015.

ADOPT RESOLUTION APPROVING CERTIFICATE TO SUBDIVIDE AND CONSOLIDATE PROPERTY LOCATED IN MORGAN COUNTY FOR WILLIAM A. WADDELL, JR. AND WIFE, ESSIE WADDELL AND TROY H. PUCKETT, JR. AND WIFE, CONNIE PUCKETT – NAT KEY ROAD – DISTRICT 3.

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-143

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve Certificate to Subdivide and Consolidate property located in Morgan County for William A. Waddell, Jr. and wife, Essie Waddell and Troy H. Puckett, Jr. and wife, Connie Puckett – Nat Key Road – District 3, this the 10th day of February, 2015.

ADOPT RESOLUTION APPROVING THE FOLLOWING EXCESS PROCEED CLAIMS ARISING FROM REVENUE COMMISSIONER'S TAX SALES PENDING RECEIPT OF AFFIDAVIT, CLAIM AND INDEMNIFY AGREEMENT AND CLAIM FORM:

- | | | |
|--------------------|------------|-------------------------------|
| • Jimmy King | \$1,955.05 | Parcel 03-09-29-4-003-005.000 |
| • Eva Bank | \$ 70.57 | Parcel 25-06-23-0-000-015.001 |
| • Eddy Enterprises | \$1,166.40 | Parcel 15-07-26-0-003-004.002 |

Mr. Randy Vest, member of the Commission, offered the following resolutions and moved for their adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-144

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve excess proceed claim for Jimmy King - \$1,955.05 – Parcel No. 03-09-29-4-003-005.000 arising from Revenue Commissioner's tax sales pending receipt of affidavit, claim and indemnify agreement and claim form, this the 10th day of February, 2015.

RESOLUTION 15-145

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve excess proceed claim for Eva Bank - \$70.57 – Parcel No. 25-06-23-0-000-015.001 arising from Revenue Commissioner's tax sales pending receipt of affidavit, claim and indemnify agreement and claim form, this the 10th day of February, 2015.

RESOLUTION 15-146

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve excess proceed claim for Eddy Enterprises - \$1,166.40 – Parcel No. 15-07-26-0-003-004.002 arising from Revenue Commissioner’s tax sales pending receipt of affidavit, claim and indemnify agreement and claim form, this the 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO CANCEL THE HEALTH SERVICES AGREEMENT BETWEEN MORGAN COUNTY AND SOUTHERN HEALTH PARTNERS, INC. RELATING TO HEALTHCARE FOR INMATES IN THE MORGAN COUNTY JAIL AND TO ENTER INTO A NEW CONTRACT FOR INMATE HEALTHCARE WITH QCHC, INC., A COPY OF WHICH SHALL BE SPREAD ON THE MINUTES OF THIS MEETING. SUCH NEW CONTRACT WILL BE EFFECTIVE UPON THE EFFECTIVE DATE OF CANCELLATION OF THE SOUTHERN HEALTH PARTNERS, INC. AGREEMENT.

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-147

RESOLUTION AUTHORIZING CHAIRMAN TO CANCEL HEATH SERVICES AGREEMENT BETWEEN MORGAN COUNTY AND SOUTHERN HEALTH PARTNERS, INC. AND TO ENTER INTO A NEW HEALTH SERVICE AGREEMENT WITH QCHC, INC.

BE IT RESOLVED by the Morgan County Commission that the Chairman, on behalf of Morgan County, Alabama, be and he is hereby authorized to cancel the Health Services Agreement between Morgan County, Alabama and Southern Health Partners, Inc. relating to healthcare for inmates in the Morgan County Jail. Said cancellation shall not be effective until sixty (60) days written notice of cancellation has been sent by the Chairman to and received by Southern Health Partners, Inc. in accordance with Section 9.3 of the Agreement. Such cancellation is authorized by Section 6.2(b) of the Agreement.

BE IT FURTHER RESOLVED by the Morgan County Commission that, effective with the effective date of the cancellation of the Agreement with Southern Health Partners, Inc., authorized hereinabove, Morgan County, Alabama enter into a Health Services Agreement with QCHC, Inc. for the provision of health care for inmates in the Morgan County Jail. A true and correct copy of said Health Services Agreement with QCHC shall be spread upon the minutes of this meeting.

BE IT FURTHER RESOLVED by the Morgan County Commission that the Chairman be and he is hereby authorized to execute and deliver on behalf of Morgan County said Healthcare Services Agreement with QCHC and any and all other instruments or documents reasonably necessary in connection with the cancellation of the Southern Health Partners, Inc. Agreement and the implementation of the QCHC Agreement, this the 10th day of February, 2015.

HEALTH SERVICES AGREEMENT

This **HEALTH SERVICES AGREEMENT** (hereinafter, this “**AGREEMENT**”), by and between **MORGAN COUNTY, ALABAMA**, a body corporate and political subdivision of the State of Alabama, (hereinafter, the “**COUNTY**”) and **QCHC, INC.**, a/k/a **QUALITY CORRECTIONAL HEALTH CARE**, an Alabama corporation, (hereinafter, “**QCHC**”) is entered into this _____ day of _____, 2014.

WITNESSETH:

WHEREAS, the **COUNTY** and **QCHC** desire to enter into an **INDEPENDENT CONTRACTOR AGREEMENT** regarding the provision of specified healthcare services by **QCHC** to inmates incarcerated in the **MORGAN COUNTY JAIL** (hereinafter, the “**JAIL**”), and

WHEREAS, **QCHC** is authorized to do business in the State of Alabama and has access to, or will have access to, or will contract for, the professional expertise and all requisite professional licenses to provide for healthcare services under this **AGREEMENT**, and

WHEREAS, the **COUNTY** wishes to utilize the services of **QCHC**, or correspondingly, **QCHC**, wishes to provide such services.

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

ARTICLE I: HEALTHCARE SERVICES

- 1.1 Primary Engagement.** The County hereby contracts with QCHC to provide for the delivery of primary medical services to inmates of the Jail. The primary medical services will be provided to the inmates of the Jail on a Twenty-Four (24) hour-a-day, Seven (7) day-a-week basis. This care is to be delivered to individuals under the custody and control of the Sheriff of the County at the Jail, and QCHC enters into this Agreement according to the terms and provisions hereof.
- 1.2 Scope of Primary Services.** The scope of primary services provided by QCHC is detailed as follows:
- (a) **Primary Care.** QCHC shall provide primary healthcare services for all persons committed to the custody of the Jail. Such services shall include, as a minimum, the health care to which inmates are entitled under the consent decree entered by the U.S. District Court for the Northern District of Alabama in *Johnny Maynor vs. Morgan County, Alabama et als.*, Case No. 01-0856-N.E., the terms and provisions of which are incorporated by reference (the “Consent Decree”) and shall be administered in accordance with the standard of care prevailing among primary care physicians in North Alabama.
 - (b) **Timing.** The responsibility of QCHC for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. All services, examinations, and medical services will be conducted within a reasonable time of the request for care. QCHC shall cause a qualified health care provider, as that term is defined in the Consent Decree, to complete an initial physical assessment on each newly incarcerated inmate as soon as practicable, ideally at the time of booking, and in no event later than 14 days after booking at the Jail.
 - (c) **Place of Care.** All physician sick calls, admission exams, screenings, physical assessments, and all other primary medical services shall be conducted on-site, at the Jail, unless otherwise addressed herein.
 - (d) **Preventative and Maintenance Care.** QCHC shall provide preventative and maintenance care for all inmates of the Jail, as more specifically described herein.
 - (e) **Medication.** QCHC will document the receipt and disbursement of all medication in a manner acceptable to the County.
 - (f) **Dental.** QCHC will arrange for inmates in need of dental services to be seen by a licensed dentist, who shall visit the Jail at an appropriate frequency.
 - (g) **Mental Health.** QCHC will provide mental health services to Jail inmates on-site, through appropriately licensed and credentialed healthcare health professionals, and, where appropriate, will refer inmates for any necessary off-site psychiatric or mental health services.
 - (h) **Labs and X-rays.** QCHC will provide laboratory and radiology services on-site, except when, in the opinion of QCHC’s medical staff, an urgent situation requires the transportation of an inmate for off-site radiology and/or laboratory services.
 - (i) **Education of Inmates.** QCHC will provide health education services to the inmates. Any services rendered by QCHC in the educational context beyond the normal QCHC-patient setting will be subject to written approval by the County.
 - (j) **Education and Training of Correctional Officers.** QCHC will provide annual training courses in Cardiopulmonary Resuscitation (CPR) and First Aid, as requested. Such annual training courses will be scheduled by the County and QCHC at a mutually agreed upon time and location.
 - (k) **First Aid for Correctional Personnel.** QCHC will provide on-site first-aid medical services to correctional personnel. In the event of an emergency, the County will call appropriate emergency medical providers. The services provided under this Section will be limited to triage-type evaluation and medical stabilization pending the arrival of emergency medical providers.
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- 1.3 Hospital/Specialty Services.** In addition to providing the primary services described above, QCHC will identify those inmates requiring additional care and notify the County immediately. QCHC will coordinate with the County to refer all inmates requiring additional care to appropriate outside healthcare service providers. QCHC will work with the County to create a network of such providers who will treat inmates at reduced rates. This network will seek to include such medical services as hospital/emergency room, cardiology, dermatology, gynecology, laboratory services, neurology, oncology, ophthalmology, orthopedic surgery, pathology, psychiatry, urology and other medical services to the extent such are determined to be medically necessary by QCHC.
- (a) Emergency Specialty Services. Where emergency hospital/specialty care is required, QCHC shall make arrangements with the required providers. Transportation will be handled in accordance with Section 1.4 of this Agreement.
 - (b) Non-Emergency Specialty Services. Where non-emergency specialty care is required, QCHC shall make arrangements with the service providers and the County shall provide transportation in accordance with Section 1.8 of this Agreement.
- 1.4 Emergency Services.** QCHC shall provide on-site emergency medical care, as medically necessary, to inmates. When medically necessary, QCHC shall arrange all emergency ambulance transportation of inmates. Otherwise, all transportation shall be controlled by Section 1.8 of this Agreement.
- 1.5 Injuries Incurred Prior to Incarceration; Pregnancy.**
- (a) QCHC shall not be responsible for any medical treatment or healthcare services provided to any inmate prior to the inmate's formal booking and commitment into the Jail. Furthermore, QCHC is not responsible for services outside the Jail for any medical treatment or healthcare services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail.
 - (b) Once an inmate has been medically stabilized and committed to the Jail, QCHC will, commencing at that point, then become responsible for primary medical treatment for healthcare services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail.
 - (c) It is expressly understood that QCHC shall not be responsible for the medical care of any infants born to inmates. QCHC shall provide primary medical services to inmates up to, through and after the birth process, but healthcare services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, will not be the responsibility of QCHC. In any event, QCHC shall not be responsible for the performing or furnishing of abortions of any kind.
- 1.6 Inmates Outside the Jail.**
- (a) The healthcare services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail. No other person(s) shall be the responsibility of QCHC. Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their healthcare services. Persons in the physical custody of other police or other penal jurisdictions at the request of the County are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of healthcare services.
- 1.7 Elective Medical Care.** QCHC is not responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of this Agreement, "Elective Medical Care" means medical care which, if not provided, would not, in the opinion of QCHC's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed and approved by the County prior to provision of such services.
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- 1.8 Transportation Services.** To the extent any inmate requires off-site non-emergency healthcare treatment including, but not limited to, hospitalization and specialty services, the County will, upon prior request by QCHC, its agents, employees or contractors, provide transportation so long as such transportation is scheduled in advance. Emergency transportation is covered under Section 1.4 of this Agreement.
- 1.9 Dental Suite.** QCHC will work with the Sheriff and the County on the construction and outfitting of a dental suite at the Jail. QCHC will pay for all costs associated with this endeavor, and the County will reimburse QCHC for the first Seventeen Thousand Five Hundred Dollars (\$17,500.00) of its costs in monthly installments over the course of this Agreement. If this Agreement is terminated early, County's obligation to reimburse QCHC for the costs associated with the dental suite shall continue and survive this agreement.

ARTICLE II: PERSONNEL

- 2.1 Staffing.** QCHC shall provide medical and support personnel reasonably necessary for the rendering of primary healthcare services to inmates at the Jail as described in and required by this Agreement, as well as meeting or exceeding the requirements of any order, injunction or consent decree pertaining to inmate healthcare at the Jail, including but not limited to Civil Action Number 01-0851-NE in the U.S. District Court for the Northern District of Alabama. The parties understand and agree that staffing may be different than the normal schedule on QCHC Corporate Holidays and/or holidays observed by the County/Sheriff/Jail as long as the staffing and services comply with the requirements of the Consent Decree.
- 2.2 Licensure, Certification and Registration of Personnel.** All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified or registered, as appropriate. QCHC will credential and maintain copies of all continuing medical education and licensure requirements for personnel. Specifically, all personnel will obtain the following:
- (a) Compliance with all applicable standards of the American Corrections Association ("ACA") and the National Commission on Correctional Health Care ("NCCHC").
 - (b) All personnel provided or made available by QCHC shall be licensed, certified, or registered in their respective areas of expertise as required by applicable Alabama law.
 - (c) All personnel will obtain required Occupational Safety Health Administration ("OSHA"), Health Insurance Portability and Accountability Act ("HIPAA") and Blood Borne Pathogen training, certification or license.
- 2.3 County's Satisfaction with Healthcare Personnel.** If the County becomes dissatisfied with any healthcare personnel provided by QCHC hereunder, or by any independent contractor, subcontractor or assignee, QCHC, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the County of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved in a matter that is satisfactory to the County, QCHC shall remove, or shall cause any independent contractor, subcontractor, or assignee to remove, the individual about whom the County has expressed dissatisfaction. Should removal of an individual become necessary, QCHC will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of QCHC.
- 2.4 Use of Inmates in the Provision of Healthcare Services.** Inmates shall not be employed or otherwise engaged by either QCHC or the County in the direct rendering of any healthcare services.
- 2.5 Subcontracting and Delegation.** In order to discharge its obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than as employees. The County consents to such subcontracting or delegation. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. QCHC will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, QCHC shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians and nurses performing duties as agents or independent contractors of QCHC under this Agreement, QCHC shall provide the County proof, if requested, that there is in effect a professional liability or medical
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malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) in the aggregate.

ARTICLE III: INFORMATION AND MEDICAL RECORDS

- 3.1 Inmate Information.** Subject to Alabama law, in order to assist QCHC in providing the best possible healthcare services to inmates, the County will provide QCHC with information pertaining to inmates that QCHC and the County mutually identify as reasonably necessary for QCHC to adequately perform its obligations hereunder.
- 3.2 QCHC Records Available to County with Limitations on Disclosure.** QCHC shall make available to the County, at the County's request, records, documents and other papers relating to the direct delivery of healthcare services to inmates hereunder. The County understands that written operating policies and procedures employed by QCHC in the performance of its obligations hereunder are proprietary in nature and will remain the property of QCHC and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the County, except in connection with the delivery of healthcare services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by QCHC. Proprietary information developed by QCHC shall remain the property of QCHC.
- 3.3 County Records Available to QCHC with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, the County will provide QCHC, at QCHC's request, the County's records relating to the provision of healthcare services to inmates as may be reasonably requested by QCHC, or as are pertinent to the investigation or defense of any claim related to QCHC's conduct. Consistent with applicable law, the County will make available to QCHC such inmate medical records as are maintained by the County, hospitals and other outside healthcare providers involved in the care or treatment of inmates (to the extent the County has any control over those records), as QCHC may request. Any such information provided by the County to QCHC that the County considers confidential, and to which the County informs QCHC, shall be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.
- 3.4 Medical Records.**
- (a) QCHC shall maintain complete and accurate medical records for each inmate of the Jail. QCHC shall, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. Each medical record will be maintained in accordance with applicable Alabama and Federal laws and the County's policies and procedures. Each medical record shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to the County and Sheriff as custodians of the inmate. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, QCHC shall comply with Alabama law and the County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by QCHC except as provided by the County's policy, by a court order, or otherwise in accordance with applicable law.
- (b) At the termination of this Agreement, all medical records shall be delivered to and remain with the County. However, the County shall provide QCHC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

ARTICLE IV: MEETINGS AND REPORTS

- 4.1 Quarterly Meeting.** The Corporate Medical Director/CEO will meet quarterly with the Sheriff and Jail command staff, as requested. Such quarterly meetings will include reviewing quality assurance reports, expenses of QCHC and the County, and any other matter applicable to this Agreement the parties wish to discuss.
- 4.2 Regular Reports by QCHC to County.** QCHC shall provide to the County, on a date and in a form mutually acceptable to QCHC and the County, reports relating to services rendered under this Agreement as requested.
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ARTICLE V: CLINIC SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 General.** The County agrees to provide QCHC with reasonable and adequate office and medical space, facilities, equipment, local and long distance telephone and telephone line and utilities, and the County will provide necessary maintenance and housekeeping of the office space and facilities.
- 5.2 Delivery of Possession.** The County will provide to QCHC, beginning on the date of commencement of this Agreement, possession and control of all the County medical and office equipment and supplies in place at the Jail, except those owned by the current health care provider or others. A mutually agreed upon record will be made of all medical and office equipment and supplies present at that time. At the termination of this or any subsequent Agreement, QCHC will return to the County's possession and control all medical and office equipment and supplies, in working order, reasonable wear and tear excepted, which were in place at the Jail prior to the commencement of services under this Agreement, as documented by the mutually agreed upon record.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 Term.** This Agreement shall be for a term of three (3) years, commencing on _____, 2015, and ending on _____, 2018, and may be extended for additional one-year terms, if mutually agreeable to both parties.
- 6.2 Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:
- (a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - (b) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 10.2 of this Agreement.
 - (c) Termination Upon Material Breach. Either party may terminate this Agreement upon written notice if, within ten (10) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.
- 6.3 Transition.** In the event that either party hereto elects to terminate this Agreement, the parties shall negotiate an orderly transition process.
- 6.4 Responsibility for Inmate Healthcare.** Upon the effective date of termination of this Agreement, all responsibility for providing healthcare services to all inmates will immediately transfer from QCHC to the County.

ARTICLE VII: COMPENSATION

- 7.1 Compensation For On-Site Care.** The County will reimburse QCHC for the costs of all on-site healthcare services provided to inmates of the Jail under this Agreement, including, but not limited to, labor costs, supplies, non-durable equipment, service and repairs on equipment, medications, x-ray costs, laboratory costs, on-site dental services, drugs, pharmacy, wages and salaries. QCHC shall charge a fifteen percent (15%) administrative fee on the first \$625,000.00 in costs in a given year, representing such overhead, indirect expenses, support services, and other administrative costs which cannot be captured through reimbursement for costs. The County shall reimburse QCHC for any and all costs exceeding the \$625,000.00 annual ceiling, but no administrative fee shall be charged. This Agreement is based upon the assumption the Jail will average 505 inmates daily, with a maximum ceiling of 550 inmates. For every 50 inmates over and above the 550 inmate maximum, the annual ceiling shall increase by \$25,000.00. For the purposes of this section, the inmate population shall be calculated at the beginning of each contract year, based on the average inmate population over the previous twelve months, with the annual ceiling then being changed, if necessary, for the then commencing contract year.
- 7.2 Compensation for Off-Site Care.** Consistent with the provisions of this Agreement, QCHC shall arrange and coordinate such off-site healthcare services as are appropriate for inmates of the Jail. QCHC shall negotiate with off-site providers for reduced rates for off-site services rendered to inmates, and shall charge the County a 5% administrative fee on any reduction below the
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providers' standard charges for services County and Sheriff shall have access to all off-site bills, and discounted amounts/reduced rates shall be transparent on all invoices from QCHC to County.

- 7.3 Durable Equipment.** Except for the equipment and instruments owned by the County at the inception of this Agreement, any durable equipment or instruments required by QCHC during the term of this Agreement shall be purchased by QCHC, and QCHC shall be reimbursed by the County for the cost of such durable equipment. The equipment shall then become the property of the County upon termination of the Agreement.
- 7.4 Billing.** QCHC shall invoice the County each month in a manner and format agreeable to the County. Sheriff shall have the opportunity to review and approve each invoice prior to payment. Invoices shall be due within 20 business days of receipt by the Sheriff/County.
- 7.5 Inmates From Other Jurisdictions.** Medical care rendered within the Jail to inmates from jurisdictions other than Morgan County, and housed in the Jail pursuant to agreements between the County and such other jurisdictions or the State of Alabama, or by statute, will be the responsibility of QCHC, but as limited by Sections 1.5 and 1.6. Medical care that cannot be rendered within the Jail will be arranged by QCHC, but QCHC shall have no financial responsibility for such services to those inmates.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance.** At all times during this Agreement, QCHC shall maintain professional liability insurance covering QCHC and its employees for its work at the Jail in the minimum amount of at least three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. The County and the Sheriff, together with their deputies, agents and employees, shall be named as additional insureds under such insurance. In the event that the coverage changes, QCHC will notify the County and the Sheriff in writing. QCHC will also notify the County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. Upon written request, QCHC shall provide a Certificate of Insurance evidencing the above policy levels and shall name the County and Sheriff as an additional insured.
- 8.2 Lawsuits Against County.** In the event that any lawsuit is filed against the County, its elected officials (including the Sheriff and his/her deputies and employees), employees or agents based on or containing any allegations concerning QCHC's medical care of inmates and the performance of QCHC's employees, agents, subcontractors or assignees, the parties agree that QCHC, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.
- 8.3 Hold Harmless.**
- (a) QCHC agrees to indemnify and hold harmless the County, the Sheriff, his/her deputies and their agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of primary healthcare services conducted by QCHC, it being the express understanding of the parties hereto that QCHC shall provide the actual primary healthcare services. The County shall promptly notify QCHC of any incident, claim or lawsuit of which the County becomes aware and shall fully cooperate in the defense of such claim, but QCHC shall retain sole control of the defense while the action is pending, to the extent allowed by law.
 - (b) Notwithstanding the foregoing, the County does hereby agree to indemnify and hold harmless QCHC, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the negligence of the Jail, the County or their agents or employees.

ARTICLE IX: SECURITY

- 9.1 General.** QCHC and the County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of QCHC, as well as for the security of inmates and the County's staff. The County will take all reasonable steps to provide sufficient security to enable QCHC to safely and adequately provide the healthcare services described in this Agreement. It is expressly understood by the County and QCHC that the provision of security and safety for QCHC personnel is a continuing precondition of QCHC's obligation to provide its services in a routine, timely and proper fashion.
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- 9.2 Loss of or Damage to Equipment and Supplies.** The County shall not be liable for loss of or damage to equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the intentional conduct or negligence of the County, its employees, or agents.
- 9.3 Off-Site Security.** The County will provide prompt and timely security as necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location within 100 miles of the Morgan County Jail for off-site healthcare services as contemplated herein.

ARTICLE X: MISCELLANEOUS

- 10.1 Independent Contractor Status.** The parties acknowledge that QCHC is an independent contractor engaged to provide medical care to inmates at the Jail. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employment relationship, or a joint venture relationship between the parties.
- 10.2 Notice.** Unless otherwise provided herein, all notices or other communications 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 by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Chairman, Morgan County Commission
P. O. Box 668
Decatur, Alabama 35602

with copy to:

Sheriff of Morgan County, Alabama
119 Lee Street NE
Decatur, Alabama 35601

QCHC, Inc.: Dr. Johnny E. Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

Notices shall be effective upon receipt regardless of the form used.

- 10.3 Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Alabama, except as specifically noted and as augmented by the Consent Decree.
- 10.4 Mediation and Venue.** QCHC and the County agree that any disputes between them arising out of this Agreement shall be attempted to be resolved by non-binding mediation, with a mediator to be selected by the parties. In the event the parties fail to designate a mediator or fail to mediate or resolve the dispute within 10 business days, then the parties agree that either party may proceed with litigation in the Circuit Court of Morgan County, Alabama, which the parties agree is a court of appropriate jurisdiction and venue for any dispute arising out of this Agreement. In the event the dispute involves the Consent Decree or an interpretation thereof, said litigation may be filed in the U.S. District Court for the Northern District of Alabama, assuming that such court has subject matter jurisdiction over the dispute.
- 10.5 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 10.6 Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.
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- 10.7 Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 10.8 Other Contracts and Third-Party Beneficiaries.** The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the County is a party and which relate to the providing of medical care to inmates at the Jail, except the Health Services Agreement between the County and the current health care provider. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, except the Sheriff of Morgan County, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 10.9 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 10.10 Liaison.** The Sheriff, or his designee, shall serve as the liaison with QCHC.
- 10.11 Cooperation.** On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.
- 10.12 Time of Essence.** Time is and shall be of the essence for this Agreement.
- 10.13 Authority.** The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 10.14 Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 10.15 Cumulative Powers.** Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- 10.16 Non-Assignment.** QCHC shall not assign this Agreement to any other person, firm or corporation without the written consent of the County. Any such assignment or subcontract shall not relieve QCHC of its obligations.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so:

MORGAN COUNTY, ALABAMA, a body corporate:

By: Ray Long _____

Its: Chairman, Morgan County Commission _____

STATE OF ALABAMA)
COUNTY OF MORGAN)

I, the undersigned Notary Public in and for said County and State, hereby certify that Ray Long, whose name as Chairman of the Morgan County Commission of Morgan County, Alabama, a body corporate, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, he executed the same voluntarily for and as the act of said County, on the day the same bears date.

Given under my hand this ____ day of _____, 2015.

Notary Public _____

My Commission Expires: _____

QCHC, INC.:

By: Dr. Johnny E. Bates
Its: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Johnny E. Bates, whose name as President of QCHC, Inc., an Alabama corporation, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, executed the same voluntarily for and as the act of said QCHC, Inc., on the day the same bears date.

Given under my hand this _____ day of _____, 2015.

Notary Public _____

My Commission Expires: _____

ADOPT RESOLUTION AUTHORIZING SHARON MAXWELL, COMMISSIONER OF LICENSES, TO ELIMINATE THE POSITION OF DATA ENTRY/CUSTOMER SERVICE CLERK AND CREATE NEW POSITION OF ADVANCED DATA ENTRY CLERK ASSISTANT, APPROVING JOB DESCRIPTION AND AUTHORIZING SHARON MAXWELL, COMMISSIONER OF LICENSES, TO FILL THE POSITION, GRADE 3 (\$11.42 - \$14.88).

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-148

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Sharon Maxwell, Commissioner of Licenses, to eliminate the position of Data Entry/Customer Service Clerk and create new position of Advanced Data Entry Clerk Assistant, approving job description and authorizing Sharon Maxwell, Commissioner of Licenses, to fill the position, Grade 3 (\$11.42 - \$14.88), this the 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING RICKY BROOKS, DIRECTOR OF ENVIRONMENTAL SERVICES, TO PURCHASE FROM OTTO ENVIRONMENTAL, UNDER THE H-GAC PURCHASING COOPERATIVE, 456 CARTS FOR A TOTAL COST OF \$23,370.00, INCLUDES SHIPPING.

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-149

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Ricky Brooks, Director of Environmental Services, to purchase from Otto Environmental, under the H-GAC purchasing cooperative, 456 carts for a total cost of \$23,370.00, includes shipping, this the 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING KIM THURSTON, DIRECTOR OF COMMUNITY CORRECTIONS, TO FILL THE POSITIONS OF DRUG LAB TECHNICIAN (2 OPENINGS), GRADE 2 (\$10.17 - \$13.27).

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-150

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Kim Thurston, Director of Community Corrections, to fill the positions of Drug Lab Technician (2 openings), Grade 2 (\$10.17 - \$13.27), this the 10th day of February, 2015.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$42,544.00 FROM WALKER BROTHERS, LTD REPRESENTING APPLICATION 7 FOR BRINDLEE MOUNTAIN PRESSBOX/CONCESSION BUILDING PROJECT.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$42,544.00 from Walker Brothers, LTD representing Application 7 for Brindlee Mountain Pressbox/Concession Building project.

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$42,544.00 to Walker Brothers, LTD representing Application 7 for Brindlee Mountain Pressbox/Concession Building project.

REVIEW AND APPROVE PERSONNEL CHANGES SUBMITTED FROM VARIOUS COUNTY DEPARTMENTS FOR JANUARY 2015.

The Chairman brought to the attention of the Commission that he was in receipt of the following personnel changes submitted from various county departments for their approval:

Deletions

Robert Halbrooks, Reappraisal
Jonathan Watts, Revenue
Shannon Johnson, Environmental
Tony Farr, Jail
James D. Jones, Sheriff
Geoffrey Frank, Jail
Roger Shipley, District 3
Shirley Holt, License

New Hires

Andrew Hendrickson, Jail
Christopher White, District 1
Scotty Peters, Jail
Elizabeth Anderson, Community Corrections

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the employee changes as per above, be, and are hereby approved as presented.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$425.00 FROM COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA REPRESENTING 2015 MEMBERSHIP DUES FOR DEBRA RAINS, DIRECTOR OF TRANSPORTATION.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$425.00 from Community Transportation Association of America representing 2015 membership dues for Debra Rains, Director of Transportation.

After due consideration it is therefore ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$425.00 to Community Transportation Association of America representing 2015 membership dues for Debra Rains, Director of Transportation.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$750.00 FROM ALABAMA PROBATE JUDGES ASSOCIATION REPRESENTING MEMBERSHIP DUES FOR GREG CAIN, JUDGE OF PROBATE, FOR 2014-2015.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$750.00 from Alabama Probate Judges Association representing membership dues for Greg Cain, Judge of Probate, for 2014-2015.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$750.00 to Alabama Probate Judges Association representing membership dues for Greg Cain, Judge of Probate, for 2014-2015.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$3,025.50 FROM TRAVELERS INSURANCE REPRESENTING DEDUCTIBLE ON THE FOLLOWING CLAIM NUMBERS:

- **EYB7766 Sharon Ransom \$2,137.50**
- **EYB9112 Joey Wilhite \$ 888.00**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$3,025.50 from Travelers Insurance representing deductible on the claim numbers listed above.

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$3,025.50 to Travelers Insurance representing deductible on the following claim numbers:

- EYB7766 Sharon Ransom \$2,137.50
- EYB9112 Joey Wilhite \$ 888.00

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$892.00 FROM TERRACON CONSULTANTS REPRESENTING PROFESSIONAL SERVICES ON LACEY'S SPRING SENIOR CENTER.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$892.00 from Terracon Consultants representing professional services on Lacey's Spring Senior Center.

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$892.00 to Terracon Consultants representing professional services on Lacey's Spring Senior Center.

ADOPT TAX LEVY FOR 2015, AS REVIEWED AND APPROVED BY THE COUNTY ATTORNEY.

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-151

MORGAN COUNTY PROPERTY TAX LEVY

WHEREAS, Act 2014-433 requires that, at its first regular meeting in February 2015, the Morgan County Commission shall levy the general and special ad valorem taxes for the county for the tax year which began on October 1, 2014; and

WHEREAS, the tax levy established by the Morgan County Commission shall include the rate or rates at which the taxes shall be assessed and collected and the purpose or purposes for each tax levied; and

WHEREAS, pursuant to Act 2014-433, the general and special ad valorem tax levies, rates, and purposes established at the first regular meeting in February 2015 shall remain in place in all subsequent tax years until and unless altered by the Morgan County Commission pursuant to a change in tax rate by general law and except as provided herein with respect to the Special District School Tax which expires as provided in the law which authorized the levy of such tax:

NOW THEREFORE BE IT RESOLVED and ordered by the Morgan County Commission that the following taxes are hereby levied at the rate or rates and for the purpose or purposes set out below, and

shall be assessed and collected for the tax year beginning October 1, 2014; and for each subsequent tax year until and unless altered by the county commission pursuant to a change in tax rate by general law or as otherwise provided by the law which authorized the levy of such tax:

GENERAL FUND

On all taxable property of every kind and description subject to taxation under the law of the State of Alabama and situated within the limits of Morgan County, as returned and assessed for revenue to the State of Alabama as the same shall have been compared, corrected and compiled, a tax for the year 2015 and each subsequent tax year, of seventy-two cents (.72) on each and every hundred dollars of the value thereof, as shown by the said Books of Assessment for the year 2015 and each subsequent tax year, to defray the current expenses of the County to be paid into the General Fund.

PRIVILEGE TAX

For the use of Morgan County a license or privilege tax upon and against each and every person, firm or corporation engaged in or shall engage in or carry on any of the occupations, businesses, or callings, or who shall exercise any privilege or do any act of fifty percent of the amount of the State License or privilege Tax for the fiscal year 2015 and subsequent fiscal years, the proceeds thereof to be paid into the General Fund.

ROAD AND BRIDGE FUND

On all property of every kind and description subject to taxation under the County as returned or assessed for taxation to the State of Alabama for the year 2015 and each subsequent tax year, as shown by the Books of Assessment for Morgan County, after the same shall have been compared, corrected and compiled, a special tax for the year 2015 and each subsequent tax year, of thirty-six cents (.36) on each and every one hundred dollars of the value thereof, as shown by the said Books of Assessment for 2015 and each subsequent tax year as a special Road and Bridge Tax to be used primarily for the purpose of defraying the expenses of the County heretofore and hereafter incurred in and about the erection, construction, repair and upkeep of the public roads and bridges of the County, and for such other public purposes as may be authorized by the Morgan County Commission. In collecting such special tax, the Revenue Commissioner and Commissioner of License shall pay the taxes so collected into the Road and Bridge Fund of the County.

SCHOOL TAX FUND

On all property of every kind and description subject to taxation under the laws of State of Alabama situated within the limits of Morgan County, including the City of Decatur, as returned or assessed for taxation to the State of Alabama for the year 2015 and each subsequent tax year, as shown by the Books of Assessment for Morgan County, after the same shall have been compared, corrected and compiled, a special tax of fifty-eight cents (.58) on each and every hundred dollars of the value thereof, as shown by the said Books of Assessment for the year 2015 and each subsequent tax year.

It is further ordered that the Revenue Commissioner shall cause the entry of said Assessment to be made upon the Tax Books as made up for the year 2015 and each subsequent tax year, and that said taxes when collected be kept separate from other funds and paid by the Revenue Commissioner and Commissioner of License to such boards of education or other school authorities and in such proportions as may from time to time be designated by the Alabama Department of Education (authorized by Act No. 173 of 1995 Alabama Legislature and Election held September 12, 1995.)

HARTSELLE DISTRICT SCHOOL TAX FUND

On all property of every kind and description subject to taxation under the laws of the State of Alabama and situated within the City of Hartselle, Alabama, as returned or assessed for taxation to the State of Alabama for the year 2015 and each subsequent tax year, as shown by the books of assessment for Morgan County, after the same shall be compared, corrected and compiled, a school tax of forty cents (.40) on each and every one hundred dollars (\$100.00) of the value of said property as shown by the said books of assessment for the year 2015 and each subsequent tax year, for the support and maintenance of the public schools under the jurisdiction of the Hartselle City Board of Education. The Revenue Commissioner and the Commissioner of Licenses shall distribute the proceeds of the tax hereby levied to the Hartselle City Board of Education (authorized by Act No. 174 of the 1995 Alabama Legislature, and election held September 12, 1995).

DECATUR DISTRICT SCHOOL TAX FUND

On all property of every kind and description subject to taxation under the laws of the State of Alabama and situated within the City of Decatur, Alabama, as returned or assessed for taxation to the State of Alabama for the year 2015 and each subsequent tax year, as shown by the books of assessment for Morgan County, after the same shall be compared, corrected and compiled, a school tax of thirty-six cents (.36) on each and every one hundred (\$100.00) of the value of said property as shown by the said books of assessment for the year 2015 and each subsequent tax year, for the support and maintenance of the public schools under the jurisdiction of the Decatur City Board of Education. The Revenue Commissioner and the Commissioner of Licenses shall distribute the proceeds of the tax hereby levied to the Decatur City Board of Education (authorized by Act No. 175 of the 1995 Alabama Legislature, and election held September 12, 1995).

MORGAN COUNTY DISTRICT SCHOOL TAX FUND

On all property of every kind and description subject to taxation under the laws of the State of Alabama and situated within that part of Morgan County, Alabama, which lies outside the corporate limits of the City of Decatur and the City of Hartselle, as those corporate limits existed on October 1, 1995, as returned or assessed for taxation to the State of Alabama for the year 2015 and each subsequent tax year, as shown by the books of assessment for Morgan County, after the same shall be compared, corrected and compiled, a school tax in the amount of forty cents on each and every one hundred dollars (\$100.00) of the value of such property as shown by the said books of assessment for the year 2015 and each subsequent tax year, for the support and maintenance of public schools subject to the jurisdiction of the Morgan County Board of Education. The Revenue Commissioner and the Commissioner of Licenses shall distribute the proceeds of such tax to the Morgan County Board of Education (authorized by Act No. 176 of the 1995 Alabama Legislature and election held September 12, 1995).

SPECIAL DISTRICT SCHOOL TAX FUND

On all property of every kind and description subject to taxation under the laws of the State of Alabama and situated within the limits of Consolidated School District A (formerly known as School Districts 1,2,3,4 & 5, less and except that portion of former District 4 which lies within the corporate limits of the City of Hartselle, and which such excepted area lying within the corporate limits of the City of Hartselle now constitutes School District 70), and within the limits of said School District 70 (which District is composed of the area lying within the corporate limits of the City of Hartselle), all in Morgan County, as returned or assessed for taxation to the State of Alabama for the year 2015 and each subsequent tax year, as shown by the Books of Assessment for Morgan County, after the same shall be compared, corrected and compiled, a Special District School Tax for public school purposes, and in addition to all other taxes, at the rate of seventy-three cents (.73) on each and every one hundred dollars (\$100.00) of the value thereof as shown by the said Books of Assessment for Morgan County. Said tax shall run or extend for periods as follows: (a) Within Consolidated School District A, said tax shall be levied and assessed for a period of thirty (30) years commencing with the levy for the tax year that began October 1, 2006, (for which first tax year will become due and payable October 1, 2007) and continuing until and including the tax year commencing October 1, 2035, (for which last tax year the tax will become payable on October 1, 2036); and (b) within said School District 70, said tax shall be levied for a period of thirty (30) years commencing with the tax year which began October 1, 1987, (for which first tax year the tax became due and payable on October 1, 1988); and continuing until and including the tax year commencing October 1, 2016 (for which last tax year the tax will become due and payable on October, 1, 2017).

The Revenue Commissioner and the Commissioner of Licenses shall cause the entry of such assessment to be made upon the tax books of the County against the property embraced within the said Consolidated School District A and the said School District 70 as each of such Districts is hereinabove respectively described and defined, and that said taxes when collected shall be kept separate from all other funds of the County, and shall be paid by the Revenue Commissioner and Commissioner of License to the Custodian of County Schools Funds, to be credited to Consolidated School District A, and all such funds collected on taxable property within said School District 70 shall be paid by the Revenue Commissioner and Commissioner of Licenses to the Custodian of Funds for the Board of Education of the City of Hartselle.

VOLUNTEER FIRE DEPARTMENT TAX

All property of every kind and description subject to taxation under the laws of the State of Alabama and situated within Morgan County, Alabama except that portion thereof which is located within the corporate boundaries of the City of Decatur and City of Hartselle, as returned or assessed for taxation to the State of Alabama for the year 2015 and each subsequent tax year, except as herein provided, as shown by the Books of Assessment for Morgan County, after the same shall be compared, corrected and compiled be the year 2015 and each subsequent tax year, a special ad valorem tax, in addition to all other taxes, at the rate of thirty cents (.30) on each and every one hundred dollars (\$100.00) of the value thereof as shown

by the said Books of Assessment for Morgan County, with the proceeds of said tax, within thirty days after payment thereof to the General Fund of Morgan County, to be disbursed to the Morgan County Association of Volunteer Fire Departments, Inc. for distribution and use as provided by Act No. 89-785 of the 1989 Alabama Legislature (This tax is authorized by Act No. 89-785 of the 1989 Alabama Legislature and a special election held on Tuesday, June 5, 1990).

BE IT FURTHER RESOLVED and ordered by the Morgan County Commission that it does hereby certify this tax levy to the county tax assessing official by copy of this resolution, which levy includes the rate or rates of taxation and the purpose or purposes for which each tax is levied.

BE IT FURTHER RESOLVED and ordered by the Morgan County Commission that, pursuant to Act 2014-433, this certification shall remain in full force and effect until and unless altered by the Morgan County Commission pursuant to a change in tax rate by general law or as otherwise provided herein pursuant to law.

IN WITNESS WHEREOF, the Morgan County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO DECLARE THE FOLLOWING ITEMS AS SURPLUS AND TO SELL ON GOVDEALS.COM WITH PROCEEDS TO BE RETURNED TO THE APPROPRIATE DEPARTMENT ACCOUNT:

(2) COUCHES	(2) RECLINERS
(1) CHAIR	(2) COMPUTER DESKS
(1) METAL DESK	(1) END TABLE
(1) LAMP	(5) OFFICE CHAIRS

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-152

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to declare the following items as surplus and to sell on GovDeals.com with proceeds to be returned to the appropriate department account:

(2) Couches	(2) Recliners
(1) Chair	(2) Computer Desks
(1) Metal Desk	(1) End Table
(1) Lamp	(5) Office Chairs

THIS the 10th day of February, 2015.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$16,111.00 FROM VOLKERT, INC. REPRESENTING PROGRAM MANAGEMENT SERVICES ON JAIL ANNEX, PAYMENT NUMBER 17.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$16,111.00 from Volkert, Inc. representing program management services on Jail Annex, payment number 17.

After due consideration it is therefore ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$16,111.00 to Volkert, Inc. representing program management services on Jail Annex, payment number 17.

ADOPT RESOLUTION FOR APPROVAL OF THE RE-APPOINTMENT OF MR. DON WHITE TO THE NORTHEAST MORGAN COUNTY WATER AUTHORITY BOARD FOR A 6-YEAR TERM, BEGINNING FEBRUARY 28, 2015.

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-153

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the re-appointment of Mr. Don White to the Northeast Morgan County Water Authority Board for a 6-year term, beginning February 28, 2015, this the 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO TAKE APPLICATIONS UNTIL FEBRUARY 20, 2015, AT 4:30 P.M., FOR THE WEST MORGAN-EAST LAWRENCE WATER AND SEWER AUTHORITY BOARD.

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-154

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to take applications until February 20, 2015, at 4:30 p.m., for the West Morgan-East Lawrence Water and Sewer Authority Board, this the 10th day of February, 2015.

ADOPT RESOLUTION FOR APPROVAL OF THE RE-APPOINTMENT OF MR. RANDY VEST, MR. DON HALL, AND MR. LARRY WAYE TO THE NORTH CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS (N.A.R.C.O.G.) BOARD FOR A PERIOD OF 4 YEARS, BEGINNING FEBRUARY 10, 2015.

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-155

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the re-appointment of Mr. Randy Vest, Mr. Don Hall, and Mr. Larry Waye to the North Central Alabama Regional Council of Governments (N.A.R.C.O.G.) Board for a period of 4 years, beginning February 10, 2015, this the 10th day of February, 2015.

ADOPT RESOLUTION AUTHORIZING GREG ABERCROMBIE, DISTRICT 4 COMMISSIONER, TO DONATE \$7,768.00 TO BREWER HIGH SCHOOL, PAYABLE OUT OF DISTRICT 4 ROAD AND BRIDGE FUND.

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-156

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Greg Abercrombie, District 4 Commissioner, to donate \$7,768.00 to Brewer High School, payable out of District 4 Road and Bridge Fund, this the 10th day of February, 2015.

ADOPT RESOLUTION TO RE-SCHEDULE MEETING ORIGINALLY SCHEDULED FOR TUESDAY, FEBRUARY 24, 2015 TO THURSDAY, FEBRUARY 26, 2015, AT 9:00 A.M.

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 15-157

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the re-scheduling of meeting originally scheduled for Tuesday, February 24, 2015 to Thursday, February 26, 2015, at 9:00 a.m., this the 10th day of February, 2015.

BE IT FURTHER RESOLVED by the Morgan County Commission of Morgan County, Alabama, that there being no further business to come before the Commission, the same on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the Morgan County Commission duly adjourned.

These Minutes were approved
this the 10th day of March, 2015.

RAY LONG, CHAIRMAN

JEFF CLARK, MEMBER

RANDY VEST, MEMBER

DON STISHER, MEMBER

GREG ABERCROMBIE, MEMBER
