

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 22, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 22nd day of February, 2016. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Overtime grant for Police Department, Chief Cook — Resolution No. 2015-025 was added to the formal meeting agenda.
2. Memorandum of Understanding with Jefferson County for [pre-incident] storm debris removal, Ronnie Vaughn — this matter will be considered again at the next [March 14, 2016] meeting of the City Council (Appendix 1).
3. Review of matters to be considered at the 7:00 p.m. (official) meeting. The consensus of the members present was that the resolutions appeared to be in order and routine in nature and will be considered at one time on the consent agenda.

2. EXECUTIVE SESSION

There being no further business to come before the City Council, it was moved by Council member Womack that the City Council convene in executive session to discuss a matter involving pending litigation. The motion was seconded by Council President Smith. The City Attorney certified that the subject of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in the Council Chamber.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on February 22, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

A handwritten signature in blue ink that reads "Steven Boone". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk

JEFFERSON COUNTY COMMISSION



T. JOE KNIGHT
 COMMISSIONER DISTRICT IV
 Suite 220
 716 Richard Arrington, Jr. Blvd. N
 Birmingham, Alabama 35203
 Telephone (205) 325-5079
 FAX (205) 325-4881

February 8, 2016

RE: Jefferson County Debris MOU

Dear Mayor and Council:

During the last five years we have had several events that have had a profound effect on many of our communities. For those of us in public office, we deal with the event and then face the daunting task of clean-up. The purpose of this letter is to provide information about the clean-up process following a disastrous event and things we can do to facilitate a coordinated effort in the future. Although the clean-up is the responsibility of the local government, most cities or counties do not have the resources to respond to a substantial natural disaster.

The Federal Emergency Management Agency (FEMA) offers assistance to cities, counties, states and other entities through its Public Assistance (PA) grant program. FEMA has recently published the first edition of the "FEMA Public Assistance Program and Policy Guide" that can be found at <https://www.fema.gov/public-assistance-policy-and-guidance>. All disasters that occur after January 1, 2016 are governed under these rules and regulations. Under these guidelines, the local government is faced with removing the debris and monitoring the clean-up. This often requires two separate contracts as one company may not do both.

Generally, FEMA will absorb 75% of the cost of public clean-up if the total damages in the state and local area reach a certain threshold. If the threshold is not met, FEMA will not offer assistance through this program. The remaining 25% of the cost is borne by the state and the local governments. Typically, the state will pick up 10% of the tab and the local entities pay 15% although these percentages sometimes vary.

Under FEMA's pilot program, FEMA will pay an additional 2% of the cost if a pre-event debris removal contract is in place. FEMA may also pay an additional percentage of the cost if the clean-up is completed within a certain timeframe.

FEMA does not provide money up front and thus, the local entity provides payment to its contractors, then seeks reimbursement through FEMA's PA program. Presently, FEMA is reviewing this program. Reimbursement is conditioned upon documented costs. There are many pitfalls that may result in FEMA discounting portions of a local government's claim and thus, proper documentation is an absolute must. Audits by FEMA are not uncommon.

The Alabama County Commission Association (ACCA) has prepared a state-wide plan under which counties can have a pre-qualified clean-up plan in place. By having pre-negotiated contracts in place for debris removal and monitoring, local governments are not faced with the burden, vexation and imponderables of having to bid these contracts in the midst of the trauma caused by a disastrous event. The local entities will know their costs in price per unit well before an event occurs. In addition, as outlined above, FEMA will pay an additional amount for having a pre-qualified contract in place.

The ACCA has divided the state into 7 regions. Jefferson County is in Region 6 along with St. Clair, Blount, Shelby, Talladega, Clay, Calhoun, Cleburne and Randolph. The bids for debris removal and monitoring have already been let for these regions. The debris removal contractor for our region is DRC Emergency Services, LLC from Mobile. (Exhibit A) The monitoring contractor is Thompson Consulting Services out of Lake Mary, Florida. Please find enclosed the prices for these services. (Exhibit B)

Any municipality in Jefferson County may employ these contractors without having to go through the bid process if the municipality has executed a Memorandum of Understanding (MOU) Agreement with Jefferson County. If the city and county do not have this MOU in place prior to an event, the city is not allowed to utilize the county's contract. The municipalities are not obligated to use the pre-negotiated contract and may bid their own contracts for removal and monitoring.

Please find enclosed the MOU (Exhibit C) that has been prepared by the ACCA for our region. These MOUs are similar throughout the state and are recognized by FEMA. If your city wishes to participate in this agreement, please have your council adopt this MOU and return a copy to my office as soon as possible by mail, hand delivery or electronically to:

Zach Brooks, Administrative Assistant
 Commissioner Joe Knight
 Suite 220 Courthouse
 716 Richard Arrington Jr. Blvd N
 Birmingham, AL 35203

Email: Brooks@jccal.org
 Facsimile: (205) 325-4881

Hopefully, this information has been helpful. We certainly hope we never have to deal with this situation again, however, our history does not lend great confidence to that premise. If you have any questions, please let us know.

Best regards,

T. Joe Knight, Commissioner
 Vice-Chair, Jefferson Co. EMA

TJK/vd
 Enclosures: Exhibits A-E

APPENDIX I

**Exhibit
 A**

BID SUBMITTAL FORM
 Debris Removal Services Bid - Region 6

Company Name: DRC Emergency Services, LLC
 Address: P.O. Box 82319, Mobile, Alabama 36608
 Bid Submitted by: Marc Watkins
 (Name of company representative)
 Title: Vice President of Estimating e-mail address: mwatkins@drcusa.com
 Phone: 251-343-3681 Fax: 251-343-5654

| BID PRICING | | | | | |
|--|----------|---|------------|------------|----------|
| Alabama County Joint Bid Program | | | | | |
| Disaster Debris Removal Bid for Region | | | | | |
| ITEM | Est. QTY | DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
| 001. | | Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1) | Cubic Yard | \$5.00 | \$0.00 |
| | N/A | Haul Range - 0 to 15 miles | | \$7.38 | \$7.38 |
| | N/A | Haul Range - 15 to 30 miles | | \$8.11 | \$8.11 |
| | N/A | Haul Range - 31 to 60 miles | | \$9.91 | \$9.91 |
| | N/A | Haul Range - Greater than 60 miles | | | |
| 002. | | Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1) | Ton | \$50.92 | \$50.92 |
| | N/A | Haul Range - 0 to 15 miles | | \$98.57 | \$98.57 |
| | N/A | Haul Range - 15 to 30 miles | | \$81.92 | \$81.92 |
| | N/A | Haul Range - 31 to 60 miles | | \$64.92 | \$64.92 |
| | N/A | Haul Range - Greater than 60 miles | | | |
| 003. | N/A | Air Curtain Burning Vegetative Debris At Debris management site (including cost of Ash Removal & Disposal) | Cubic Yard | \$3.00 | \$3.00 |
| 004. | N/A | Chipping or Grinding Debris at Debris management site (including cost of Reduced Debris Removal & Disposal) | Cubic Yard | \$8.96 | \$8.96 |
| 005. | N/A | Stump Extraction (see note no. 2) Diameter - larger than 24" to 36" | Each | \$100.00 | \$100.00 |

| | | | | | |
|------|-----|---|-------------------|----------|----------|
| | N/A | Diameter – larger than 36" to 48" | Stump | \$200.00 | \$200.00 |
| | N/A | Diameter – larger than 48" | | \$250.00 | \$250.00 |
| 006. | N/A | Stump Fill Dirt (Fill dirt for stump holes after removal) | Cubic Yard | \$15.00 | \$15.00 |
| 007. | N/A | Flush Cutting Hazardous Trees (see note no. 3 and 4) | Each Tree | \$30.00 | \$30.00 |
| | N/A | 6" – 12" diameter | | \$65.00 | \$66.00 |
| | N/A | 13" – 24" diameter | | \$170.00 | \$170.00 |
| | N/A | 25" – 36" diameter | | \$280.00 | \$280.00 |
| | N/A | 37" – 48" diameter | | \$340.00 | \$340.00 |
| | N/A | 49" diameter and up | | | |
| 008. | N/A | Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal | Each Tree | \$70.00 | \$70.00 |
| 009. | N/A | Freon Recovery and Recycling | Each Unit | \$25.00 | \$25.00 |
| 010. | N/A | Pick up and Disposal of "White Goods" | Each Unit | \$25.00 | \$25.00 |
| 011. | N/A | Dead Animal Collection, Transport and Disposal | Per Pound | \$1.00 | \$1.00 |
| 012. | N/A | Electronic Waste | Each Unit | \$35.00 | \$35.00 |
| 013. | N/A | Household Hazardous Waste (HHW) HHW Removal and Disposal | Per Pound | \$4.85 | \$4.85 |
| 014. | N/A | Waterway Debris Removal | Per Cubic Yard | \$28.00 | \$28.00 |
| 015. | N/A | Sand and Silt Removal | Per Cubic Yard | \$8.00 | \$8.00 |
| 016. | N/A | Vehicle Removal | Each | \$155.00 | \$155.00 |
| 017. | N/A | Vessel Removal (Land) | Linear Foot | \$26.00 | \$26.00 |
| 018. | N/A | Vessel Removal (Marine) | Linear Foot | \$60.00 | \$60.00 |
| 019. | N/A | Blowasta Removal | Pound | \$7.95 | \$7.95 |

Note No. 1: Haul distances shall be calculated using a straight line distance from the loading area to the nearest approved reduction site or landfill.
 Note No. 2: Stump/tree diameter measured 2 feet up from ground line.
 Note No. 3: Flush cutting is defined as level to the ground line.
 Note No. 4: Tree diameter measured 4.5 feet up from ground line.

Exhibit B

APPENDIX I

BID SUBMITTAL FORM

Monitoring Services Bid – Region 6

Company Name: Thompson Consulting Services
 Address: 1135 Townpark Avenue, Suite 2121
Lake Mary, Florida 32746
 Bid Submitted by: Nate Counsel
 (Name of company representative)
 Title: Vice President e-mail address: ncounsel@tkcincorpora.net
 Phone: 407-792-5018 Fax: 407-378-7858

| Item | Description | Unit Price (Hourly Rate) | Amount |
|------|-------------------------|--------------------------|----------|
| 001. | Fixed Site Monitoring | \$ 34.00 | \$ 34.00 |
| 002. | Field Debris Monitoring | \$ 35.00 | \$ 35.00 |
| 003. | Project Manager | \$ 45.00 | \$ 45.00 |
| 004. | Clerical Staff | \$ 15.00 | \$ 15.00 |
| 005. | Clerical Supervisor | \$ 20.00 | \$ 20.00 |

Exhibit C

MEMORANDUM OF UNDERSTANDING BETWEEN THE JEFFERSON COUNTY COMMISSION AND THE CITY OF _____ REGARDING DEBRIS REMOVAL AND MONITORING SERVICES

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of _____ is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the _____ City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of _____, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of _____, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

- 1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the _____ City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of _____ shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

APPENDIX 1

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipality's jurisdictional limits.

- 14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.
15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from _____ until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the _____ day of _____, 201__.

_____, Mayor
Jefferson County Commission
City of _____

Exhibit D

REGION 6 CONTRACT FOR DEBRIS REMOVAL SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal contract for Region 6 to DRC Emergency Services LLC as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by DRC Emergency Services LLC, including the invitation to bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, DRC Emergency Services LLC agrees to provide all services included in its bid, and under the terms and conditions set out in said invitation to bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and DRC Emergency Services LLC, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal services in all counties in Region 6 under the following terms and conditions:

- Contractor agrees to provide any and all debris removal services in compliance with the provisions and requirements of the invitation to bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
- Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
- Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
- Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

APPENDIX I

regulations, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the municipality;

- Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
- Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
- Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
- Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
- Contractor also agrees to execute a payment and performance bond made payable to an activating county equal to 100% of the estimated cost of a project conducted on behalf of any activating county in Region 6 upon receipt of a Notice to Proceed from the activating county;
- Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
- Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
- Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal services are provided pursuant to a Notice to Proceed received from the activating county;
- Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
- Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
- Contractor agrees to perform all debris removal activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
- Contractor agrees that, as set out in Exhibit A, it will remove at least 30% of debris utilizing its own equipment and personnel within the 180 day time frame for completion of the project whenever providing services to a county in Region 6 pursuant to a Notice to Proceed;
- Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;

- Both parties agree that the activating county may limit the scope or type of debris to be removed by the contractor and that the debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the activating county;
- Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
- Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
- Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

By signing this contract, 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.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or

reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

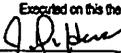
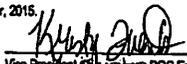
Executed on this the 25th day of October, 2015.

 J.D. Hess, Chairperson
 Calhoun County Commission

 Vice President
 Kristy Fuentes

Exhibit E

APPENDIX I

REGION 6 CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal monitoring services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of executing the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal monitoring services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal monitoring services contract for Region 6 to Thompson Consulting Services as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by Thompson Consulting Services, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(a) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and Thompson Consulting Services, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal monitoring services in all counties in Region 6 under the following terms and conditions:

- Contractor agrees to provide any and all debris removal monitoring services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
- Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
- Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
- Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

regulations, whereby the county agrees to assume responsibility for debris removal monitoring services on behalf of the municipality;

- Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
- Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
- Contractor agrees that once the contract is activated, the Contractor shall provide the services set out in the Bid Specifications to the extent necessary to meet the needs of the county;
- Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
- Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
- Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the term of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
- Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
- Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal monitoring services are provided pursuant to a Notice to Proceed received from the activating county;
- Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
- Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
- Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
- Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;
- Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal,

state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A:

- 18. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
- 19. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

By signing this contract, 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.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

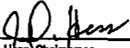
This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default.

including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 29th day of October, 2015.



J.D. Hines, Chairperson
Calhoun County Commission



Vice President, Thompson Consulting Services
Nate Council

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
FEBRUARY 22, 2016**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 22nd day of February, 2016. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

The City Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the February 8, 2016 regular meeting of the City Council.

| | | |
|----------------------------------|--|--------------------------|
| 2016-019 | Expression of gratitude to Judge Pete Johnson for his service to the City as municipal court judge | Exhibit 1 |
| 2016-020 | Recognition of Chief Robert (“Zeke”) Ezekiel upon his retirement from the City effective March 1, 2016 | Exhibit 2 |
| 2016-021 | Appoint Christopher J. Mullis Fire Chief to replace retiring Chief Ezekiel effective March 1, 2016 | Exhibit 3, Appendix 1 |
| 2016-022 | Reappoint Turner Williams as municipal court judge through March 1, 2018 | Exhibit 4 |
| 2016-023 Proclamation | Proclaim the week of March 7 through March 13, 2016 as Arbor Week | Exhibit 5 |
| 2016-024 | Ratify the engagement of Brasfield & Gorrie with respect to the HVAC scheduled maintenance service bid administration services | Exhibit 6, Appendix 2 |
| 2016-025 | Authorize the Police Chief to make application to East Central Alabama highway Safety Office for a grant for traffic safety enforcement purposes and authorize the Police Chief to execute the Traffic Enforcement Agreement related thereto | Exhibit 7, Appendix 3 |

Thereupon, the foregoing minutes, resolutions, and proclamation report were introduced by Council President Smith and their immediate adoption and acceptance of the audit report was moved by Council

President Pro-Tempore Pritchard. The minutes, resolutions, and proclamation were then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing minutes, resolutions, and proclamation. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Council minutes, and resolutions (Nos. 2016-019 through 2016-022, 2016-024, and 2016-025) and proclamation (No. 2016-023) are adopted by a vote of 5-0 and as evidence thereof she signed the same.

2. PRESENTATIONS

Resolution nos. 2015-019 through 2015-021 and Proclamation (2016-023) were read aloud by Mayor Oden and presented to Judge Pete Johnson, [retiring] Chief Robert Ezekiel, [in-coming] Chief Chris Mullins, and Bill Warren of the Tree Commission, respectively.

3. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, March 14, 2016 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting.

5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on February 22, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.



City Clerk

RESOLUTION NO. 2016-019

WHEREAS, Orson L. ("Pete") Johnson has served the residents of the City of Mountain Brook, Alabama with distinction as municipal court judge since August 21, 2008; and

WHEREAS, Judge Johnson rendered fair and impartial judicial decisions balancing public safety needs and concerns with upholding the rule of law while also taking into consideration the socio-economic and other factors affecting the defendants' cases heard; and

WHEREAS, Judge Johnson made himself readily available to law enforcement and court officials twenty-four hours daily to facilitate and expedite law enforcement efforts; and

WHEREAS, it is the desire of the residents of the City to express their gratitude to Orson L. (“Pete”) Johnson for his service and contributions to the community;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank Orson L. (“Pete”) Johnson for his exemplary service to the City and the residents of the City of Mountain Brook, Alabama as municipal court judge.

GIVEN UNDER MY HAND AND THE CITY OF MOUNTAIN BROOK, ALABAMA, on this 8th day of February, in the year of our Lord, 2016, and of the Independence of the United States of America, the 240th.

RESOLUTION NO. 2016-020

WHEREAS, Chief Robert W. (“Zeke”) Ezekiel will retire from the City of Mountain Brook effective March 1, 2016, after a long and distinguished career with the City that began on December 4, 1993; and

WHEREAS, under the direction and leadership of Chief Robert W. Ezekiel, the City’s Fire Department excelled in the areas of fire service and public safety as illustrated by the achievement of numerous accomplishments and milestones including, but not limited to, the following:

- The expansion of the Fire Department’s mission to include the provision of ambulance services in 1996
- Coordinated the design and construction of the Fire Training Facility and Drill Tower in 2007
- Provided technical assistance in the design of the Fire Department’s Administrative Offices and Fire Station No. 1 at the City’s municipal complex completed in 2013
- Instrumental in the Fire Department’s achieving of the Insurance Service Office (ISO) Class 2 fire rating in 2016; and

WHEREAS, Chief Robert W. Ezekiel’s commitment to excellence and dedication to selfless service is exemplified in the Fire Department’s motto, “Quality Service for a Quality City”; and

WHEREAS, it is the desire of the governing body, employees, and residents of the City of Mountain Brook to express their appreciation to Chief Robert W. Ezekiel and recognize him for his unparalleled service to our community and City government.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council, on behalf of all of the residents of Mountain Brook, do publicly thank Chief Robert W. Ezekiel for his twenty -two years of dedicated service and wish him well in his retirement and future endeavors.

Given under my hand and the City of Mountain Brook, Alabama, on this 22nd day of February, in the year of our Lord, 2016, and of the Independence of the United States of America, the 240th.

RESOLUTION NO. 2016-021

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby appoints Christopher J. Mullins as Fire Chief of the City of Mountain Brook effective March 1, 2016.

APPENDIX 1

RESOLUTION NO. 2016-022

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Turner Williams is hereby reappointed as a Municipal Court Judge of the City of Mountain Brook, with the term to end March 1, 2018.

PROCLAMATION NO. 2016-023**CITY OF MOUNTAIN BROOK**

56 Church Street
 Mountain Brook, Alabama 35213
 Telephone: 205.802.3800
 Facsimile: 205.879.6913
www.mtnbrook.org

ARBOR WEEK PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, do hereby **proclaim** March 7, 2016 through March 13, 2016, as

ARBOR WEEK

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

Further, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Given under my hand and the City of Mountain Brook, Alabama, on this 22nd day of February, in the year of our Lord, 2016, and of the Independence of the United States of America, 240th.

RESOLUTION NO. 2016-024

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the City's engagement of Brasfield & Gorrie, LLC with respect to their provision of HVAC scheduled maintenance bid administration services (Exhibit A).

APPENDIX 2

RESOLUTION NO. 2016-025

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the Police Chief to make application to East Central Alabama highway Safety Office for a grant for traffic safety enforcement purposes.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the Police Chief to execute the Traffic Enforcement Agreement, in the form as attached hereto as Exhibit A, subject to such minor changes that the City Attorney may determine to be appropriate.

APPENDIX 3

Christopher J. Mullins

297 Sonneys Lane Dora, Alabama 35062 | 205 329-3870 | cmullins@mtabrook.org

Objective

It is my desire to advance in my career with the City of Mountain Brook as the next Fire Chief. I have been a loyal and dedicated employee of this city for the last twenty years. I have advanced through the ranks and have served in many capacities within the organization, including ten years in Fire Administration. I have worked diligently to prepare myself for this opportunity through education, training and commitment to responsibility. I have not only supported, but have proudly exemplified the shared values of the Mountain Brook Fire Department throughout my career. These shared values are what set our organization apart from others. I truly believe in who we are and I am confident that through my leadership we will continue to strive for and maintain excellence in all that we do by providing "Quality Service for a Quality City."

Education



JACKSONVILLE STATE UNIVERSITY – JACKSONVILLE, ALABAMA

MASTER OF SCIENCE | 2008 | MAJOR: EMERGENCY MANAGEMENT



ATHENS STATE UNIVERSITY – ATHENS, ALABAMA

BACHELOR OF SCIENCE | 1999 | MAJOR: PUBLIC SAFETY ADMINISTRATION



SHELTON STATE COMMUNITY COLLEGE – TUSCALOOSA, ALABAMA

ASSOCIATE IN APPLIED SCIENCE | 1996 | MAJOR: FIRE SERVICE MANAGEMENT



THE UNIVERSITY OF ALABAMA AT BIRMINGHAM – BIRMINGHAM, ALABAMA

SCHOOL OF HEALTH RELATED PROFESSIONS – EMERGENCY MEDICAL SERVICES

STATE CERTIFIED AND NATIONALLY REGISTERED PARAMEDIC | 1991 |

Professional Training and Continuing Education



NATIONAL FIRE ACADEMY – EMMITSBURG, MARYLAND

| | |
|--|------|
| Advanced Leadership Issues in Emergency Medical Services | 2008 |
| Management of Emergency Medical Services | 2007 |
| Executive Planning | 2006 |
| Fire Service Financial Management | 2004 |
| Interpersonal Dynamics | 2003 |
| Community Education Leadership | 2000 |
| Presenting Effective Public Education Programs | 1999 |

ALABAMA FIRE COLLEGE

| | | |
|--------------------------|---|----------------------------|
| Firefighter I | Fire Officer I | Incident Safety Officer |
| Firefighter II | Fire Officer II | Health and Safety Officer |
| Fire Instructor I | Fire Officer III | Child Passenger Seat Tech |
| Fire Instructor II | Fire Officer IV | Vehicle Extrication Tech |
| Fire Instructor III | Apparatus Operator | Intro to Technical Rescue |
| Fire Inspector I | Hazardous Materials Technician | High Angle Rescue |
| Fire Inspector II | Advanced Arson Case Development | Trench Rescue |
| Fire Investigator I | Legal Aspects of Fire Investigation | Confined Space Rescue |
| Public Educator I | Self-Contained Breathing Apparatus Specialist | Structural Collapse Rescue |
| Fire Service Supervision | Computer Aided Management of Emergency Ops | Swift Water Rescue |

OTHER

| | |
|--|------|
| Alabama Terrorism and Tactical Operations Medical Support | 2007 |
| Basic SWAT – Northeast Alabama Law Enforcement Academy | 2015 |
| Active Shooter Response Training – Federal Bureau of Investigation | 2015 |

EXECUTIVE DEVELOPMENT

| | |
|---|---|
| Fire Chiefs Executive Development Program | 1999*2002*2003*2005*2007*2008*2009 2010*2011*2012*2013*2014*2015 |
| Alabama Fire Chiefs Summer Leadership Conference | 2011*2012*2013*2014 |
| Southeastern Association of Fire Chiefs Leadership Conference | 2015 |
| Managers Preparing to Accomplish Change Today (MPACT) | 2012 |
| Leadership Development for Government Executives (LEDGE) | 2009 |

Professional Experience

DEPUTY FIRE CHIEF | MOUNTAIN BROOK FIRE DEPARTMENT | 2015-PRESENT

Job Responsibilities:

EMS Division Director * Supervisor to the Training and Safety Division and Administrative Assistant * Responsible for departmental and individual Paramedic licensure and certification with the Alabama Department of Public Health * Liaison to the Alabama Department of Public Health * EMS Billing Coordinator * Tactical Medic Program Director * Liaison to Dispatch Center * Child Passenger Seat Program Coordinator * United Way Coordinator * Special Events Coordinator *

BATTALION CHIEF / EMS OFFICER | MOUNTAIN BROOK FIRE DEPARTMENT | 2009-2015

CAPTAIN / EMS OFFICER | MOUNTAIN BROOK FIRE DEPARTMENT | 2006-2009

LIEUTENANT | MOUNTAIN BROOK FIRE DEPARTMENT | 2001-2006

FIREFIGHTER / PARAMEDIC | MOUNTAIN BROOK FIRE DEPARTMENT | 1996-2001

FIREFIGHTER / PARAMEDIC | BIRMINGHAM FIRE DEPARTMENT | 1993-1996

CAPTAIN | GRAYSVILLE FIRE DEPARTMENT | 1999-2004

FIREFIGHTER / PARAMEDIC | GRAYSVILLE FIRE DEPARTMENT | 1994-1999

APPENDIX I

Professional Experience continued

ADJUNCT FACULTY/ EXAM PROCTOR | COLUMBIA SOUTHERN UNIVERSITY | 2010 - PRESENT

ADJUNCT FACULTY / INSTRUCTOR | ALABAMA FIRE COLLEGE | 2002-2007

Professional Affiliations

| | | |
|--|--------------------|----------------|
| Alabama EMS for Children | State Board Member | 2012 - Present |
| Alabama Firefighters Annuity Fund Board | State Board Member | 2014 - Present |
| International Association of Fire Chiefs | Active Member | 2015 - Present |
| Southeastern Association of Fire Chiefs | Active Member | 2015 - Present |
| Alabama Association of Fire Chiefs | Active Member | 2006 - Present |
| Central Alabama Fire Chiefs Association | Active Member | 2006 - Present |

References

Dr. Dale Wisely

Director of Student Services - Mountain Brook School System
(205) 871-4608

Dr. Adam Robertson

Mountain Brook resident and Medical Director for the Mountain Brook Fire Department
(205) 871-5912

Dr. James Lott III

Mountain Brook resident and Pulmonary / Critical Care Specialist
Baptist Medical Center – Princeton
Mountain Brook Boy Scout Leader
(205) 910-1217

* Additional References available upon request



February 15, 2016

Steve Boone
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

RE: HVAC Scheduled Maintenance Invitation to Bid

Steve,

Brasfield & Gorrie is pleased to quote the following services to assist the City in soliciting bids for the next 3-year proposal for scheduled maintenance for the City of Mountain Brook Municipal Complex. Services will include:

1. Review and revise (as necessary) the invitation to bid. Original invitation to bid utilized in 2013 will be used as the base document to produce 2016 version.
2. Participation in mandatory contractor walk-thru of facilities prior to proposal submission.
3. Provide responses to contractor inquiries that may arise during the period between the mandatory walk-thru and bid submission.
4. Evaluate proposals received and make a recommendation based on the most comprehensive, cost effective program.

Cost for the above services: \$1,000.00

We look forward to working with you to assist in securing the next 3-year maintenance agreement for the City of Mountain Brook.

Respectfully,

A handwritten signature in blue ink that reads "Mike Thomas".

Mike Thomas, CHC
MEP Group Manager

mithomas@brasfieldgorrie.com
d: 205.714.1450 m: 205.229.0088

BRASFIELD & GORRIE, L.L.C.
3021 7th Avenue South
Birmingham, Alabama 35233
205.328.4000
brasfieldgorrie.com

2016-024

APPENDIX 2

2016 025

EAST CENTRAL ALABAMA HIGHWAY SAFETY OFFICE
700 FOX TRL., OPELKA, AL 36801 • PHONE 334-705-6455

NOT the same as a grant's authorized spending period during this Agreement
Traffic Enforcement Agreement
Fiscal Period: October 01, 2015 - September 30, 2016

This agreement is entered into by East Central Alabama Highway Safety Office, located at the City of Opelika, Alabama (referred to as "EACHSO"), and the governing entity of the law enforcement department of the following:

hereinafter referred to as "AGENCY", for official participation in the East Central Alabama Highway Safety Office grant and grants, and an allowable rates of the East Central Alabama Highway Safety Office grant and grants, for the term of this agreement, plus allowable FICA Filing, for traffic safety enforcement. The term of this agreement will be from October 01, 2015 through September 30, 2016. However, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY. This Agreement for EACHSO Grant Participation is not a notice of grant funding approval, but is required for the AGENCY's receipt of grant funding.

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the East Central Alabama Highway Safety Office. NO AGENCY will be approved to receive funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in the program. If an AGENCY is awarded grant funding, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's name and number, as well as the CDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time period, and/or scope of this agreement and/or the grant(s), will only be accomplished through the CORE reporting system website by the EACHSO.

EACHSO has the authority to restrict the AGENCY's grant funding at any time, even without voluntary release claims, or for any other reason deemed necessary by EACHSO.

Each agency will be responsible for keeping on the ALL, maintenance pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: (1) contract with EACHSO, (2) CORE Project Reimbursement Form, (3) CORE Roll-Up form, (4) electronic image of every citation and warrant citation claimed on the grant, (5) copy or AGENCY signed contact report(s) for each person claiming reimbursement hours on the grant, (6) copy or AGENCY signed contact report(s) for each person claiming reimbursement hours on the grant, (7) City or County overtime and overtime hours worked on the grant, (8) time sheets or time cards.

The AGENCY shall be required to verify the claims that have been submitted to the EACHSO, will be unable to produce ALL funds that were reimbursed on the grant in question.

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Mountain Brook Police Department

Policy And Procedures On

Secondary Employment

I. PURPOSE

The purpose of this policy is to set forth guidelines to govern secondary employment by members of this police department.

II. POLICY

The policy of this department is to provide guidelines to employees to inform them of the types of secondary employment which are appropriate, and to establish procedures to maintain accountability for the welfare of the department. These requirements are essential for the efficient operation of the police department and for the protection of the community.

III. DEFINITIONS

- A. Employment
B. Extra-Duty Employment
C. Regular Off-Duty Employment

IV. PROCEDURES

- A. There are two types of off-duty employment in which an employee may engage:
1. Regular Off-Duty Employment
2. Extra-Duty Employment

- B. Limitations on secondary employment are as follows:
1. In order to be eligible for secondary employment, an employee must be in good standing with the department.
2. Probationary employees who have completed their training program and have been released for individual duty are eligible for secondary employment.
3. Those employees who are on medical or other leave due to sickness, temporary disability or an on-duty injury shall not be eligible to engage in secondary employment.
4. Prior to obtaining secondary employment, an employee shall comply with departmental procedures for granting approval of such employment.
5. Work hours for all secondary employment must be scheduled in a manner that does not conflict or interfere with the employee's performance of duty.
6. Rates for extra-duty employment will be thirty dollars (\$30) per hour with a one hundred dollar (\$100) minimum that covers up to two (2) hours.
7. Any sworn employee involved in extra-duty employment will, prior to beginning the employment, notify dispatch by phone or radio.
8. Any sworn employee involved in extra-duty employment will fall under the direct supervision of the patrol supervisor.
9. An employee engaged in any secondary employment is subject to call-out in case of emergency and may be expected to leave the secondary employment in such a situation.
10. Extra-duty employment is restricted to locations within the city limits, unless approved by the Chief of Police.
11. Permission for an employee to engage in secondary employment may be revoked where it is determined that such secondary employment is not in the best interest of the department.

- C. Extra Duty / Alcohol/Minors
1. No member of this Department is permitted to accept employment at any function where minors are served alcoholic beverages.
2. Any Officer on an extra work assignment is obligated to take action against anyone violating a law in his presence.
3. If, while working an extra work assignment, it is determined that minors are being served, allowed to consume or possess an alcoholic beverage, the Officer shall notify the person in charge of the function that laws are being violated.
4. In the event that the person in charge fails to cooperate, shows indifference or is willing to tolerate the violation, the Officer should terminate his employment, notify the patrol supervisor of his actions, and turn the matter over to the Patrol Division for appropriate corrective action.

APPENDIX 3

By Order Of

J. Stanley
Chief of Police

April 2, 2009
Date

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