

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 25<sup>th</sup> day of March, 2024. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2

Brad Black, Commissioner, District 1 was absent.

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

The invocation and Pledge of Allegiance were delivered by Commissioner, Joe Hackworth.

Award/Presentations: None

Public Comments on Agenda Items: None

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

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

Commissioner Parker moved, seconded by Commissioner Hackworth to approve paying the yearly fees for the Florence/Lauderdale Chamber of Commerce from the Tourism Fund. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve changing meeting dates, April 22<sup>nd</sup> to April 23<sup>rd</sup>, May 27<sup>th</sup> to May 28<sup>th</sup>, and work session date, June 3<sup>rd</sup> to June 4<sup>th</sup> due to holidays that fall on those Mondays. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Garner to approve making changes to the Lauderdale County Employee Travel Policy. This is due to rising costs of travel expenses. The details of this new policy will be attached to the resolution. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve Lauderdale County Departments that need to sell equipment or vehicles on govdeals.com doing so. A list of items for sale will be attached to the resolution, and items sold will be removed from the inventory when sold. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve the Lauderdale County Road Department hiring fifteen temporary, part time employees for the Summer at the rate of fifteen dollars per hour, and any budget amendment needed. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, and no one seconded to install a time clock system using Harris Computer Software. This agenda item was tabled for now.

Commissioner Garner moved, seconded by Commissioner Hackworth to recognize the month of April as Fair Housing Month. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to sell a 2013 Chevrolet Suburban for one dollar to the City of Florence to be used by the new Emergency Management Agency Director. The Vehicle Identification Number is in the Resolution attached to these minutes. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to agree to sign a one-year service contract between Lifeguard, Lauderdale County, and the City of Florence. This contract will be included in the minutes from this meeting, and any budget amendment needed is approved. There being no discussion, and after a roll call vote:

Roger Garner: Yay

Fay Parker: Nay

Joe Hackworth: Yay

Motion was approved, and herein recorded and made a part of these minutes.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Parker seconded by Commissioner Garner. Commissioner Hackworth addresses Lauderdale County Engineer, Eric Hill concerning the road striping. Eric Hill said they had finished with the striping. Commissioner Parker wanted to let the public in attendance know the Commission received the bills ahead of time for review. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.



LAUDERDALE COUNTY CHECKS ISSUED :

March 11, 2024 - March 24, 2024

1	General-Special	61494-61543	1,143,664.02
2	Agri-Business Fund	4091-4092	125.32
3	Pistol Permit Revenue Reduction Fund	1008	49,841.29
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9141-9148	6,326.41
6	Gasoline Tax Fund	18887-18902	278,066.76
7	Public Bldg., R & B Special	486	750,000.00
8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	752	15,853.31
11	Reappraisal Fund	12740-12751	77,307.33
12	Reappraisal Money Market	608	100,000.00
13	Tourism, Rec. & Convention Fund	N/A	0.00
14	RSVP Fund	18289-18297	3,653.76
15	Child Protection Fund	1286	1,482.50
16	Rebuild Alabama Gas Tax Fund	N/A	0.00
17	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18	Federal Aid Exchange Fund	N/A	0.00
19	Workforce Development Center Fund	1080-1081	41,125.13
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1023	199,951.36
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9440-9453	52,068.00
25	Account Payable Fund	48308-48367	329,491.71
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	1246	401,059.36
28	Tobacco Tax Fund	N/A	0.00
29	TVA Tax Fund	N/A	0.00
<b>TOTAL</b>			<b>\$ 3,450,016.26</b>

During the public comment period, Marilyn McKelvey from Courtland, Alabama had some questions concerning the possible St. Florian annexation. Chairman Danny Pettus told Marilyn McKelvey that no one would be annexed unless they want to be according to Tim Melson.

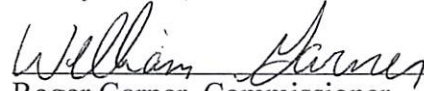
Mike Lane was concerned with the illegal immigration situation. He mentioned some situation he knew of in Atlanta, Georgia, and wanted to know what Lauderdale County's plan is if this becomes a problem in this area. Chairman Pettus told Mike Lane that Emergency Management Agency is working on an emergency alert plan for cell phones.

There being no further business to come before the Commission and upon a motion made by Commissioner Hackworth and seconded by Commissioner Parker, the meeting was duly adjourned.

LAUDERDALE COUNTY COMMISSION



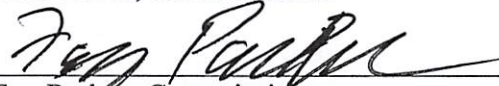
Danny Pettus, Chairman



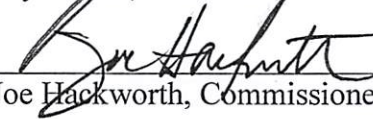
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:

  
Brenda Bryant, County Administrator



**LAUDERDALE COUNTY COMMISSION**  
**REGULAR MEETING AGENDA**  
**March 25, 2024**

**A. OFFICIAL AGENDA**

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Hackworth
4. AWARDS AND PRESENTATIONS
5. (a)PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

**REGULAR BUSINESS**

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Chamber of Commerce Fees
4. Resolution—Change of Meeting Dates
5. Resolution—New County Travel Policy
6. Resolution—Sell of Surplus Equipment
7. Resolution—Road Part Time Employees
8. Resolution—Time Clocks
9. Resolution—Fair Housing Month
10. Resolution— EMA Director Vehicle
11. Resolution—Ambulance Contract
12. Audit and Approve Invoiced Bills

**B. SCHEDULED PUBLIC HEARINGS – none**

**C. STAFF REPORTS**

**D. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit**

**E. ADJOURN**

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Shoals Chamber of Commerce Foundation is able to enhance our community through education, workforce development, Youth Leadership Shoals, and Leadership Shoals; and

WHEREAS, the County is desirous of promoting our educational programs, industrial and manufacturing plants, factories, and other industries in the County, and has authority to give appropriations to organizations that carry out these purposes. The Lauderdale County Commission feels that the Chamber is an organization equipped and capable of providing such services.

NOW THEREFORE BE IT RESOLVED, in consideration of such, the sum of three hundred ninety-nine dollars shall be paid to the Chamber from the Tourism Fund upon receipt of requested information.

Done this the 25<sup>th</sup> day of March, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

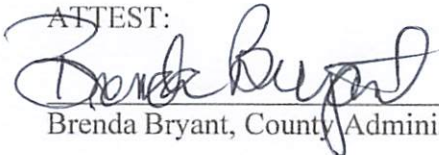
absent

Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commission



STATE OF ALABAMA §

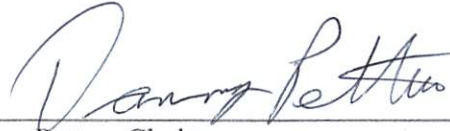
LAUDERDALE COUNTY §

**RESOLUTION**

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that the regular scheduled meetings of April 22<sup>nd</sup>, May 27<sup>th</sup>, and a work session on June 3<sup>rd</sup>, 2024 are herein rescheduled due to the observance of Holidays, and the meetings of the Lauderdale County Commission shall be held at 5:00 p.m. on Tuesday, April 23<sup>rd</sup> and Tuesday, May 28<sup>th</sup>. The rescheduled work session will be held at 3:00 p.m. on Tuesday, June 4<sup>th</sup>, 2024.

Done this the 25<sup>th</sup> day of March, 2024.

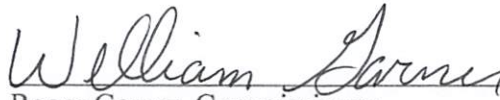
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

Absent

Brad Black, Commissioner

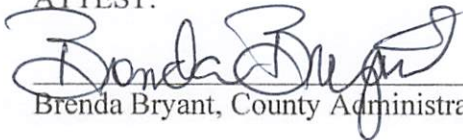


Roger Garner, Commissioner

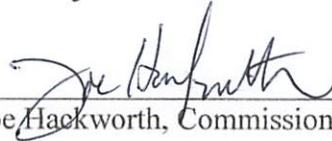


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

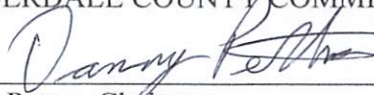
**RESOLUTION**

WHEREAS, the Lauderdale County Commission will be making changes to the Lauderdale County Employee Travel Policies. Due to the rising cost of travel expenses, pre-payment fees, and deposits required while booking conferences, employees will be reimbursed upon receipt of proof of payment, instead of after returning from a conference. If an employee has to cancel plans, another employee from the same department will be required to fill their spot. The remainder of receipts from fees paid, meals, and mileage while gone will be reimbursed after employees return from conferences.

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission this change in Employee Travel Policies is approved as well as any budget amendment needed. The details of this change in policy will be attached to this resolution.

Done this the 25<sup>th</sup> day of March, 2024.

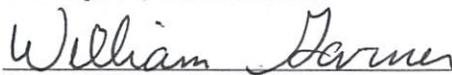
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



LAUDERDALE COUNTY EMPLOYEE TRAVEL POLICIES FOR  
CONFERENCES, TRAINING, AND CONVENTIONS

1. Employees can be reimbursed up to a pool view rate at the reserved hotel or a one-bedroom condo that the conference uses for overflow. If a larger condo is booked, you must turn in proof that the hotel was full, and that a one-bedroom condo was not available. If you choose to book a larger condo for family, you must submit the cost of a one bedroom, and the County will reimburse for the one-bedroom condo rate, or the pool view rate at the reserved hotel, whichever is the highest.

Please book as soon as possible to ensure availability. Late travel requests and lodging bookings without a reason may be denied.

2. Rooms are to be booked as soon as travel is requested. The down payment can be reimbursed immediately, with a receipt paid by a credit card.
3. Registration can be reimbursed as soon as it is paid, with a receipt paid by a credit card.
4. Limit the number of employees sent to these conferences based on necessity.
5. Note that if anything is paid by check, a cancelled copy of the check will be required for reimbursement.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

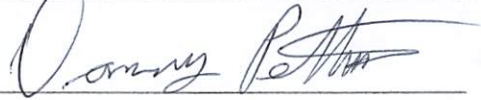
RESOLUTION

WHEREAS the Lauderdale County Commission gives permission to all Lauderdale County Departments to sell the attached lists of vehicles or equipment on the govdeals.com website; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize Lauderdale County Departments to sell the vehicles or equipment in the attached lists on the govdeals.com website, and be removed from inventory when sold.

Done this the 25<sup>th</sup> day of March, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



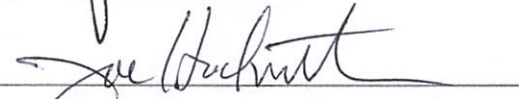
Roger Garner, Commissioner



Brad Black, Commissioner

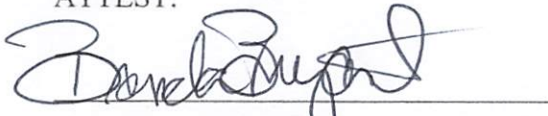


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



## **Solid Waste Surplus Equipment**

2010 Mack garbage truck VIN # 1M2AX13C0AM010268

2016 East 45-foot walking floor landfill trailer VIN # 1E1U2X283GR056109

## Sheriff Department Vehicles to Sell

1. Ford Car VIN# 1FAHP2M82DG134506      CAR #14
2. Ford Car VIN# 2FABP7BV2BX152393      CAR #21
3. Chevy Tahoe VIN# 1GNEC13Z65R252732      CAR #51
4. Ford Explorer VIN# 1FM5K8AR3FGC66510      CAR #30
5. Chevy Tahoe VIN# 1GNEC13735R260271      CAR #50
6. Ford Taurus VIN# 1FAHP23W39G115485
7. Ford Car VIN# 2FABP7BVX152397      CAR #31
8. Ford Van VIN#1FMRE112XWHA89743
9. Chevy Tahoe VIN#1GNEC13Z05R264634
10. Chevy Tahoe VIN#1GNSCLED7MR450427
11. Ford Explorer VIN#1FM5K8AR8HGC34445      CAR #5
12. Ford Explorer VIN#1FM5K8AR5FGC66511      CAR #19

THE ABOVE VEHICLES ARE MOSTLY POLICE CARS AND A COUPLE OF THEM I AM NOT SURE ABOUT IF THEY WOULD LIKE TO BE SOLD I NEED TITLE AND KEYS THANKS.

ROAD DEPARTMENT SURPLUS

<u>Description</u>	<u>VIN #</u>
# 143 2004 Ford F-150 pickup	2FTRX17W34CA54247
#144 2004 Ford F-150 pickup	2FTRX17WX4CA54245
#147 2004 Ford F-150 pickup	2FTRX17W34CA54250
#151 2008 Ford F-150 Supercrew pickup	1FTRW12W08FB40880
#153 2008 Ford F-150 Supercrew pickup	1FTRW12W08FB40877
#154 2008 Ford F-150 Supercrew pickup	1FTRW12W48FB40879
#241 2000 GMC C-8500 Tandem Dump Truck	1GDT7H4C2YJ518771
#241-2 Warren AC2420-14T Spreader	SNSC18564
#242 2000 GMC C-8500 Tandem Dump Truck	1GDT7H4C84YJ518757
#242-2 Warren AC2420-14T Spreader	SNSC18565
#259 2016 Freightliner M2106 Tandem	1FVHCYCY2GHHK4155
#330 1999 Chevy C/K 3500 Welding Truck	1GBJC34FXXF066255
#333 2002 Pitts LB 50-38 Low Boy Trailer	1PELB50382P020190
#343 2008 Ford Fkt Crew F-450 SD	1FDXW46R38EE30559
#741 John Deere 6330 Tractor Motrim	L06330B656151



STATE OF ALABAMA §

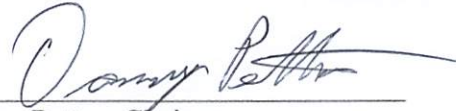
LAUDERDALE COUNTY §

**RESOLUTION**


BE IT RESOLVED by the Lauderdale County Commission that the Lauderdale County Road Department will be hiring fifteen part-time employees. These temporary positions will expire when the Lauderdale County Road Department no longer needs extra employees for the Summer. These part-time positions will be paid fifteen dollars per hour, and any budget amendment needed is herein approved.

Done this the 25<sup>th</sup> day of March, 2025.


LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



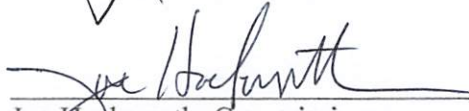
Roger Garner, Commissioner



Brad Black, Commissioner

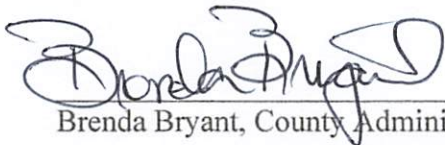


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

**RESOLUTION**

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and

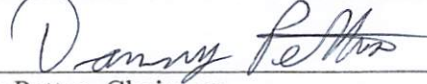
WHEREAS, TITLE VIII of the Civil Rights Act of 1968, as amended, set forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status, or disability; and


WHEREAS, the Lauderdale County Commission continues to affirmatively further fair housing for its citizens; and

NOW, THEREFORE, the Lauderdale County Commission, does hereby proclaim April 2024, as Fair Housing Month.

Done this the 25<sup>th</sup> day of March, 2024.

LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Roger Garner, Commissioner

  
\_\_\_\_\_  
Fay Parker, Commissioner

  
\_\_\_\_\_  
Joe Hackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brenda Bryant, County Administrator

STATE OF ALABAMA §  
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County EMA Director is in need of a vehicle, and it has been decided that the City of Florence will purchase a 2013 Chevrolet Suburban with VIN # 1GNWKLEG5DR160458 from the Lauderdale County Commission for the amount of one dollar to be used by the new EMA Director; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission authorizes the sale of the above-mentioned vehicle to the City of Florence for one dollar to be used by the new EMA Director.

Done this the 25<sup>th</sup> day of March, 2024.

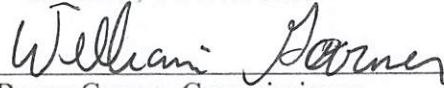
LAUDERDALE COUNTY COMMISSION



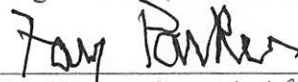
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

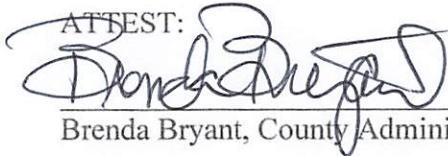


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the City of Florence and Lauderdale County wish to enter into a contract for Ambulance service throughout the County and City; and

WHEREAS, a non-exclusive contract for Ambulance service have been negotiated between the City, County, and Lifeguard Ambulance Service, LLC; and

WHEREAS, it is in the best interest of the City and Lauderdale County to enter into the attached contract; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS: the Lauderdale County Commission approves the contract for Ambulance services with Lifeguard Ambulance Service, LLC, and any budget amendment needed.

Done this the 25<sup>th</sup> day of March, 2024.

LAUDERDALE COUNTY COMMISSION



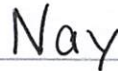
Danny Pettus, Chairman



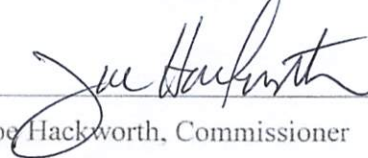
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

## EMERGENCY AMBULANCE SERVICE AGREEMENT

This Ambulance Service Agreement ("Agreement") is entered into this 1<sup>st</sup> day of March, 2024, by and among the City of Florence, Alabama, a municipal corporation ("City"), Lauderdale County, Alabama, a political subdivision of the State of Alabama ("County"), and Lifeguard Ambulance Service, LLC ("Operator"). The City and County are entering into this Agreement to assure that residents and visitors within Lauderdale County receive the most efficient and highest quality ground emergency ambulance service, to protect the health and safety of the residents and visitors, and to establish an efficacious and monitored ground emergency ambulance service provided by a qualified ambulance service provider.

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

1.0 DEFINITIONS. The following terms as used in this Agreement shall have the following meaning unless the context clearly indicates otherwise:

a. 911 Emergency Communications Center - The Lauderdale County Emergency Management Communication District E-911 central communications center from which all emergency calls for service originate within Lauderdale County.

b. Alabama EMS Region One (AERO) - The regional Emergency Medical Service organization recognized by contract with the State of Alabama Department of Public Health, Office of Emergency Medical Services to perform regional Emergency Medical Service training.

c. Ambulance Call - The act of responding with a permitted vehicle for the purpose of transporting any patient for compensation.

d. Emergency - Any non-hospital occurrence or situation involving illness, injury or disability requiring immediate pre-hospital intervention, wherein delay in the provision of such services is likely to aggravate the condition or endanger personal health or safety.

e. EMA/E-911 Director - Director of the Emergency Management Agency for the City of Florence and Lauderdale County, Alabama, and Director of the Lauderdale County Emergency Management Communication District E-911. The EMA/E-911 Director is the administrator of this Agreement for the City and County.

f. Florence Fire and Rescue - The Fire and Rescue Department of the City of Florence, Alabama.

g. Fire Chief - Chief of any Volunteer Fire Department in Lauderdale County, Florence Fire Rescue, or his/her duly authorized representative.

h. Fire Services - Services provided by any of the Volunteer Fire Departments in Lauderdale County or Florence Fire and Rescue.

i. Government Entities - Board of Directors of the Lauderdale County Emergency Management Communication District E-911; the Lauderdale County Commission of Lauderdale County, Alabama; the City Council of the City of Florence, Alabama.

j. Lauderdale County - All-inclusive term used to describe Lauderdale County and all municipalities located within Lauderdale County, Alabama.

k. Medical Protocol - A series of written statements of standard procedure promulgated by the State Emergency Medical Control Committee.

l. Medical Review - The periodic review of pre-hospital patient care reports and other data provided by the off-line Medical Control Physician for quality assurance purposes.

m. Mutual Aid Ambulance Call - Request for emergency ambulance service issued by an ambulance dispatcher in one political jurisdiction to an ambulance dispatcher or ambulance crew in a neighboring political jurisdiction.

n. Medical Advisor - The licensed physician appointed by the E-911 Board of Directors to serve as its medical advisor.

o. Police Chief - The Chief of any Police Department in Lauderdale County.

p. Sheriff - The Sheriff of Lauderdale County, Alabama.

q. Volunteer Fire Department (VFD) - Includes all fourteen Volunteer Fire Departments operating in Lauderdale County, Alabama.

1.1 ALABAMA EMERGENCY MEDICAL SERVICE RULES DEFINITIONS. The following terms as used in this Agreement shall have meanings respectively ascribed thereto in the Alabama Emergency Medical Service Rules (Chapter 420-2-1 of the Alabama Administrative Code) as adopted by the Alabama State Board of Health:

a. Advanced Emergency Medical Technician (AEMT)

b. Advanced Life Support (ALS)

c. Basic Life Support (BLS)

d. Emergency Medical Dispatcher (EMD)

e. Emergency Medical Responder (EMR)

f. Emergency Medical Services (EMS)

g. Emergency Medical Services Personnel (EMSP)



- h. Emergency Medical Technician (EMT)
- i. Ground Ambulance
- j. Medical Direction
- k. Online Medical Director
- l. Paramedic
- m. Patient
- n. Permitted Vehicle
- o. Service Medical Director
- p. State Emergency Medical Control Committee (SEMCC).

2.0 TERM OF AGREEMENT and TERMINATION. The term of this Agreement shall be for a period of three years, commencing on March 1, 2024, and ending on February 28, 2027, unless earlier terminated under this Agreement. Any party may terminate this Agreement without cause upon 120 days' written notice.

3.0 MONETARY CONSIDERATION. During the initial term and any renewal term of this Agreement, the City and County will each pay to the Operator the sum of \$23,781.00 per month, for a total of \$47,562.00 per month, on or before the 15<sup>th</sup> day of each month of such term. The City and County shall be jointly and severally liable for the entire \$47,562.00 monthly payment. The monetary consideration shall increase based on previous year Consumer Price Index ("CPI") a minimum of 2% and not to exceed 3%% on each anniversary date of this Agreement.

#### 4.0 OPERATOR'S PERFORMANCE OBLIGATIONS.

a. Operator shall provide Emergency ambulance services twenty-four hours a day, seven days a week, three hundred sixty-five days a year for all emergency medical calls dispatched in Lauderdale County, including inter-facility transport of emergency ALS patients and transport of ALS patients to facilities outside of Lauderdale County that originate within Lauderdale County. Operator's response shall be without regard to the patient's ability to pay. Operator shall provide these services by having, at a minimum, the following vehicles in service at all times:

- five (5) ambulances with 24-hour coverage
- one (1) ambulance with 12-hour coverage
- one (1) quick response vehicle

Operator shall further provide the following staffing for each ambulance dispatched within Lauderdale County:

- ALS responses require a minimum of one EMT-Paramedic or one EMT-Advanced and EMT-Basic
- BLS responses require a minimum of two EMT-Basics

At the Operator's option, the requirement for EMT staffing levels on any or all units may be enhanced to a higher level.

b. Operator shall provide Emergency ambulance services in a timely manner and shall comply with reporting requirements as set forth in Section 7.0 of this Agreement.

c. Operator's provision of Emergency ambulance services shall conform to the highest clinical and professional standards. Operator shall comply with all applicable City, County, state, and federal laws, regulations and standards regarding the provision of these services. All persons employed by Operator shall be competent in the performance of their duties, and hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. Operator shall be held accountable for employee performance, licensing, and actions. Operator shall conduct, comply with, cooperate with, and submit to individual and corporate investigations requested by the City and County.

d. Operator will provide field medical supervision necessary for effective oversight of its Emergency ambulance services. Such supervisors shall have current credentials and certifications, as well as clinical field experience as necessary to oversee or provide support to field personnel. Such supervisors shall serve as the liaisons with the EMA/E-911 Director and City and County fire departments.

e. Operator must ensure that all employees have been properly oriented before being placed on dedicated 9-1-1 ambulances. The orientation shall include but not be limited to: overview of the City's and County's EMS system applicable policies, procedures, orders, and guidelines; all communications; navigation, mapping, hospital routes; and ambulance equipment utilization and maintenance; and knowledge of relevant City and County policies and procedures.

f. Operator's ambulance personnel shall at all times wear clean, professional uniforms. Name and level of training shall be identified as part of the uniform for all personnel. Operator acknowledges that Emergency ambulance services are often rendered under extremely stressful circumstances. Professional and courteous conduct and appearance is required at all times from Operator's personnel.

g. Operator shall assure that its EMTs and Paramedics, who are assigned to the ambulances, are in compliance with all continuing permits, licenses, certifications and educational requirements. Such educational requirements shall include mandatory training required by the City, the County, the Medical Director, and the State of Alabama. Operator shall provide to the EMA/E-911 Director the name, title, reporting relationship, and limits of authority for the senior executive who will serve as Operator's primary contact person.

h. Operator shall provide sufficient 9-1-1 ambulance response vehicles to meet all



Emergency ambulance services to be performed under this Agreement, including a reserve capacity to cover maintenance, break-downs or exceeding peak service demands. For purposes of the following requirements, the term "ambulance" shall apply to ALS, BLS, and Quick Response Vehicles (QRV) ambulances.

## 5.0 AMBULANCE CALLS.

a. When the driver of any ambulance has been authorized to utilize lights and sirens in accordance with the provisions of this Agreement, he/she may:

1. Stop, stand, or park the ambulance in any place to provide medical services irrespective of otherwise applicable laws or regulations.
2. Proceed with warning devices operating past a red light, stop signal, or stop sign, but only after stopping as necessary for safe operation as required for emergency vehicles.
3. Exceed the maximum speed limits permitted by law, provided, however, that any governing directives issued by the Sheriff or a Police Chief are obeyed and that life and property are not endangered thereby.
4. While operating warning devices, disregard operating laws and regulations governing directions or movements or turning in specified directions.

b. The exemptions herein granted to an authorized emergency vehicle shall apply only when such vehicle is making use of audible and visual signals required for emergency vehicles by Alabama law.

c. These provisions shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons. Nor shall these provisions protect the driver from the consequences of his/her reckless disregard for the safety of others.

d. All ambulances responding to emergency calls must notify the 911 Emergency Communications Center to travel and/or operate ambulances with warning devices upon streets and/or roads in Lauderdale County, Alabama.

e. An ambulance responding to an apparent non-emergency call to proceed to the hospital or other destination cannot use emergency warning equipment. Emergency warning equipment shall not be used without prior notification of the 911 Emergency Communications Center and shall not be used except where serious medical conditions exist, such as in the case of Priority 1 patients.

f. Operator will comply with directions from the highest ranking clinical personnel who are present on the scene of any emergency call relating to patient care. The Operator shall be responsible for reimbursing other agencies for disposable supplies and equipment used during pre-arrival care immediately prior to leaving the scene. If circumstances render it impractical to



reimburse disposable supplies and equipment before leaving the scene, the lending agency is authorized to pick up these disposable supplies and equipment at the Operator's place of business.

g. No notification shall be necessary for patients being transported from a point of pick-up to a physician's office, clinic, or nursing home, and emergency warning equipment is not authorized for such transport.

h. Transport of individuals that are obviously deceased, where the death is not of a suspicious nature and not under investigation by any law enforcement agency, shall be the responsibility of the family of the deceased. Where the family of the deceased cannot be located the transport of the body shall be coordinated with the Lauderdale County Coroner's Office. Transport of deceased individuals where the deaths are being investigated by a local law enforcement agency shall be the responsibility of that agency. Ambulances will not be used to transport the bodies of deceased individuals.

i. The Operator must notify 911 Emergency Communications Center when a patient develops conditions that require an emergency transport during a routine non-emergency transport.

j. If an ALS vehicle responds to a patient and determines that an ALS transport is not necessary, the patient will be appropriately advised in accordance with policies and medical protocols.

k. Ambulance services to and from the Lauderdale County Detention Center are to be provided in consideration for the monetary compensation paid to Operator under this Agreement.

l. The Operator shall, in consideration for the monetary compensation paid to Operator under this Agreement, provide ambulances to stand by at all NCAA football games played in Braly Municipal Stadium, and the University of North Alabama hosted NCAA playoff games. This service is to be provided by ambulances over and above the required daily minimums so as not to take away from response to the residents of Lauderdale County.

m. Should the Operator choose to provide stand-by ambulance services for high school football games, or other public or private events, the Operator agrees that it will not deplete the number of ambulances necessary to provide emergency responses as required in this Agreement.

## 6.0 AMBULANCE DISPATCH.

a. Ambulance call-taking and dispatch services will be conducted in whole by Florence-Lauderdale Emergency Management Communication District E-911 as soon as possible at no additional cost to the Operator. Florence-Lauderdale Emergency Management Communication District E-911, however, will not take private calls for Operator's ambulance service and will not be responsible for dispatching its ambulances on non-emergency calls.

b. Until Florence- Lauderdale Emergency Management Communication District E-911 is able to assume ambulance dispatch services, which shall occur no later than September 1, 2024, the Operator will perform such dispatch services from the 911 Emergency

Communications Center location. The Operator's dispatch employees must be certified to provide emergency medical dispatch pre-arrival instruction as designated by the EMA/E-911 Director. The Operator will provide sufficient personnel with the specified dispatch training to answer and dispatch incoming calls received from the public and from 911 via transfer. Additionally, Operator will provide the required software and the necessary training to Florence-Lauderdale Emergency Management Communication District E-911 employees to dispatch its ambulances. As additional consideration for these dispatch services, the City and County will pay the Operator Ten Thousand Dollars (\$10,000.00) per month for each month that Operator provides ambulance dispatch services.

c. In the event the Operator receives a private call for ambulance service which is a Priority 1 or Priority 2, the Operator shall notify, via phone, the 911 Emergency Communications Center immediately of receipt of the call. The Operator cannot make a Priority 1 or Priority 2 ambulance call on Lauderdale County streets and/or roads without having given prior notification, as provided above, to the 911 Emergency Communications Center prior to departure.

d. The Operator's supervisor on duty shall advise the 911 Emergency Communications Center of any delays during calls so that the delays can be documented.

e. The Operator agrees that the 911 Emergency Communications Center shall have the right to dispatch any fire services to any emergency they deem necessary without any obligation to the Operator. The Operator agrees to provide mutual aid to any emergency response agency when requested.

f. Medical repeaters have been installed to specifically provide the Operator's personnel with the ability to communicate directly with other response agencies. This is to be utilized on each and every call as the main source of communication between ambulance personnel and the first responders on the scene to obtain information regarding location or any changes to patient status.

g. The HEAR frequency is to be used by the Operator's personnel to maintain direct communication with local hospitals. Medical repeaters are also available on scene to contact hospitals.

h. Each ambulance shall monitor the Lauderdale County EMS-911 Frequency for any priority communication. The Operator's personnel shall, while enroute contact the VFD on scene on their UHF Radio System for patient update and for best route and ETA.

i. All field supervisors employed by the Operator are required to obtain and maintain the same Emergency Medical Dispatch certification as their dispatch personnel.

## 7.0 PERFORMANCE AND RECORD KEEPING/REPORTING.

a. Performance Reporting Requirements



1. Documentation of Incident Time Intervals. Operator shall document all times necessary to determine total ambulance response time, including but not limited to time call received by Operator, time ambulance crew assigned, time enroute to scene, arrival at scene, time on-scene, time enroute to hospital, total time to transport to hospital, arrival at hospital time, time of patient care assumption by hospital staff, and time clear of hospital. All times shall be recorded on the Governmental Entity-approved Patient Care Report (PCR) and in the Operator's CAD/Records Management system. Operator shall supply at its expense a third-party tool approved by the EMA/E-911 Director that interfaces with the 911 Emergency Communications Center CAD system to independently validate response times. Any tool provided shall have automated access via a cell phone application available to the EMA/E-911 Director. The intervals measured and the method used to measure response time must be approved by the EMA/E-911 Director.
2. Performance Report. Operator shall document and provide to the EMA/E-911 Director ambulance response time records in Excel format and hard copy suitable for statistical analysis for all ambulance responses by close of business on the fifth business day of each month.
3. The Operator shall use data in an on-going manner to evaluate Operator's performance.

b. Data and Reporting Requirements. The ambulance response time records shall include, at a minimum:

1. Clinical Scorecard - outcomes against established protocols.
2. Continuing education compliance reports - for employees.
3. Summary of clinical/service inquiries and resolutions.
4. Summary of interrupted calls due to vehicle/equipment failures.
5. Patients meeting Trauma, STEMI or Stoke criteria, other QI statistical information reported through the Medical Director.
6. Calls and transports, by priority and zone.
7. A list of each and every call where there was a failure to properly record all times necessary to determine the response time, and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time.
8. A list of mutual aid responses provided to other jurisdictions.

9. A list of mutual aid responses provided from other providers.
10. A list of each and every emergency call dispatched for which Operator did not meet the response time standard, reported by High- and Low-Density Zones.
11. Canceled calls.
12. Canceled transports (refusals).
13. Response Time Statistical Data - Said records shall include the following data elements:
  - i. unit identifier - ambulance vehicle number.
  - ii. location of call - street address.
  - iii. location of call - City/Municipality or Community.
  - iv. location of call - GPS map coordinates.
  - v. nature of call (EMD Code).
  - vi. type of unit assigned to respond (ALS/BLS).
  - vii. unit response code to scene - emergency/non-emergency.
  - viii. time call received.
  - ix. time call dispatched.
  - x. time unit enroute.
  - xi. time unit on-scene.
  - xii. time unit enroute to hospital.
  - xiii. time unit at hospital.
  - xiv. time unit clear and available for next call.
  - xv. outcome (dry run, transport).
  - xvi. receiving hospital.
  - xvii. code to hospital - emergency/non-emergency.
  - xviii. major trauma.
  - xix. number of patients transported.

c. Operator, upon request, shall provide EMA/E-911 Director with a list of all Emergency Medical Service Providers and Emergency Medical Dispatchers currently employed by Operator and shall update that list as it occurs. The personnel list, upon request, shall include, at a minimum, the name, address, telephone number, Alabama paramedic license and expiration date, the expiration date of any other specialty certifications required by the Medical Director, and driver's license number of each person on the list. Such information shall be treated as confidential.

- d. Community Affairs Report.
  1. Number of conducted community education events.
  2. PR activities, first responder recognitions.



3. Government relations contact report.

e. Operator shall provide EMA/E-911 Director with such other reports and records as mutually agreed upon.

f. Operator shall supply to the EMA/E-911 Director any software used to meet its reporting requirements set forth in this Section 7.0.

8.0 AMBULANCES AND EQUIPMENT.

a. Each ambulance shall meet federal, state, City, and County requirements as outlined in all applicable statutes, rules, and regulations. Each ambulance shall have on both sides in letters not less than four inches in height the name of the Operator, the designation "Ambulance", the vehicle number and color assigned by the EMA/E-911 Director on the back door or doors of the ambulance in numerals not less than six inches in height, and on each side and roof of the ambulance the symbol of the "Star of Life". Any modifications must be reviewed in advance by the State of Alabama Department of Public Health, Office of Emergency Medical Services in accordance with policies and procedures stipulated in the Alabama Rules and Regulations for Emergency Medical Services. Recommendations from the State of Alabama Department of Public Health, Office of Emergency Medical Services will be reviewed by the EMA/E-911 Director.

b. Each ambulance shall be equipped with such lights, sirens, and special markings to designate it as an ambulance as required by law and/or by regulations promulgated by the Police Chief and/or Sheriff.

c. Each ambulance shall contain safety belts for the driver and a passenger in the front seat and all seating in the patient compartment (head of cot and three on the bench) that shall conform to the standards and requirements for such equipment and shall be in proper working order.

d. Operator must stock ambulances with equipment necessary to provide required service. All onboard equipment, medical supplies, and personal communication equipment shall meet or exceed the minimum requirements of the ground ambulance equipment lists published by Alabama State Department of Public Health, Office of Emergency Medical Services in a manner consistent with the level of service being provided by each ground ambulance (ALS-1, ALS-2, or BLS). In addition, each ground ambulance is required to contain mechanical intraosseous infusion devices, premixed ampules of epinephrine and sodium bicarbonate in quantities sufficient for a 24- hour period, and an automatic mechanical chest compression device.

e. The EMA/E-911 Director, based on procedures and equipment approved and/or adopted by the State of Alabama Department of Public Health, Office of Emergency Medical Services, may make changes to the required ambulance equipment, and shall notify the Operator by submitting a list detailing the proposed changes. The notification shall also include the effective date of implementation of such changes, which shall be a minimum of thirty (30) days after the date of said notice.

f. All mechanical, safety and special equipment shall be subject to inspection at any time by the EMA/E-911 Director and/or his/her designee. The EMA/E-911 Director and/or his/her designee shall be responsible for the random inspection of ambulances to insure that they are equipped in accordance with this Agreement. The periodic inspection required hereunder shall be in addition to any other necessary safety or motor vehicle inspections. Any necessary repairs shall be completed immediately.

g. DOT inspections may be required for each ambulance in operation. Copies of the inspection and certification are to be kept in the office of the EMA/E-911 Director. There shall be no primary 911 ambulance in service with an odometer reading over 275,000 miles and/or that is over six years old.

h. All service and repairs on ambulances are to be performed by an ASE certified mechanic holding a current master technician certificate.

i. No ambulance that has been involved in an accident or otherwise altered may be placed back in service until the vehicle has been inspected by the EMA/E-911 Director and/or his/her designee and a new DOT inspection certificate has been submitted; provided, however that this restriction shall not prohibit such an ambulance from being used to continue the transportation of a patient who was being transported at the time of the accident when the transport can be done safely.

#### 9.0 CENTRAL PLACE OF BUSINESS AND COMMUNICATION.

a. The Operator shall maintain a central place of business in Lauderdale County. All business records and daily manifests required herein shall be maintained at this location and made available upon request of the EMA/E-911 Director. The Operator shall, in writing, immediately notify the EMA/E-911 Director of any change to the business address or telephone number.

b. Communications equipment/devices are required as follows:

1. A minimum of one properly listed telephone number for the purpose of receiving all calls for the Operator.
2. Phone line at Lauderdale County Emergency Management Agency Operations Center.
3. Facsimile machine and dedicated line at place of business.
4. FirstNet Radio/Phone equipment capable of communication on the City and County fleet plan. This equipment is to be in each vehicle and interfaced to the conventional radio sources as designated by the EMA/911 Director.
5. GPS Unit with exterior antenna permanently mounted in each ambulance.
6. VHF and UHF radio displaying channel name in alphanumeric characters



and name of frequencies as deemed necessary by the EMA/E-911 Director, in each vehicle. This will ensure the Operator's ability to contact first responders, already on the scene, to relay patient information immediately.

7. Cell phones located in each vehicle to be able to communicate from EKG or other medical devices to any location. Capability to support sending pictures and video to any location.

All radio equipment listed above shall be performance checked by an FCC licensed technician monthly, a report of the same to be forwarded to the EMA/E-911 Director. Additionally, any equipment failures are to be reported in the same manner.

#### 10.0 AMBULANCE PERSONNEL.

a. No emergency medical services personnel shall drive, manage, or control an ambulance on any street or road in Lauderdale County, attend or render care to any passenger, or otherwise perform duties in any such ambulance for compensation without having been approved and licensed by the State of Alabama Department of Public Health, Office of Emergency Medical Services. The EMA/E-911 Director shall be provided, upon request, a complete roster of personnel employed by the Operator.

b. The Operator will maintain a current copies of the following records and provide copies as requested by the EMA/E-911 Director's Office for each of its emergency medical services employees:

1. Emergency Medical Technician (EMT) License
2. Valid Driver's License
3. State of Alabama Medical License
4. E-Verify
5. Emergency Vehicle Operation Certification (EVOC)
6. Background Check Report provided by Alabama Law Enforcement Agency (ALEA)
7. NIMS Certificates as required for First Responders under Homeland Security
8. EMD Certification documentation for all dispatch personnel and field supervisors.

c. Prior to employment, the Operator is to conduct a background check for all personnel. Additionally, all dispatch employees and field supervisors are required to submit two



(2) completed fingerprint cards, a completed fingerprint authorization form, a copy of valid Driver's License, and a copy of Social Security Card to the office of the EMA/E-911 Director. As required, these documents will be sent to the Alabama Law Enforcement Agency (ALEA) for background clearance due to the proximity and access to the National Crime Information Center (NCIC) computers.

d. Each Operator employee will be issued a photo ID card by the Lauderdale County Emergency Management Communication District E-911. There will be a ten-dollar (\$10) fee for each ID card issued. The photo ID cards are to be worn by all personnel on their outermost clothing, at all times while on duty. No Operator employee is permitted to work without the required ID cards which will be issued when all of the above information has been provided to the EMA/E-911 Director.

e. All ID cards will remain the property of the Lauderdale County Emergency Management Communication District E- 911. Immediate notification is to be made to the EMA/E-911 Director upon separation of employment of any Operator employee to maintain accurate records. ID cards and any keys issued are to be returned to the EMA/E-911 Director on the next business day.

f. All Operator employees must be knowledgeable of the location of the highways, streets, avenues, public buildings, institutions, churches, hospitals, stadiums, and schools in Lauderdale County. Additional training in the use of the mobile data computer and system software, to include any updates or changes, is also required.

g. All Operator employees may be required to undergo a physical examination including a drug screening and provide a certification of such examination signed by a physician practicing within Lauderdale County. Such certificate should confirm that the employee is physically fit to perform all work and duties properly and safely that he/she may be required to do in accordance with his/her employment with the Operator. This documentation is to be maintained by the Operator and made available to the EMA/E-911 Director upon request.

#### 11.0 COMPLAINT PROCEDURE.

a. Any person having a complaint regarding ambulance service shall first notify the Operator. The Operator shall verbally notify the EMA/E-911 Director immediately of the complaint and follow up with a written notification within 24 hours. The EMA/E-911 Director will investigate and attempt to resolve the complaint and notify the City and County if he/she deems it necessary.

b. The Operator and EMA/E-911 Director shall keep a record of all complaints and how each is resolved for the Agreement term.

c. Complaints which constitute either (1) a potential violation of state EMS rules and regulations or (2) a possible failure to comply with acceptable standards of patient care established by the State Emergency Medical Control Committee shall be reviewed by the EMA/E-911 Director and the Operator's Service Medical Director and forwarded to the State of Alabama Department

of Public Health, Office of Emergency Medical Services for further examination. All information, documentation and other materials determined to be pertinent to the incident in question shall be forwarded to the State of Alabama Department of Public Health, Office of Emergency Medical Services.

## 12.0 ADDITIONAL STANDARDS AND REGULATIONS.

The EMA/E-911 Director is hereby authorized to establish, with the concurrence of the Operator, additional standards and regulations for the operation of ambulances under this Agreement. The EMA/E-911 Director also may clarify any provision of this Agreement that is deemed ineffective and may establish any procedure necessary to accomplish the provisions of this Agreement. Any proposed revision or changes to the standards and regulations made pursuant to this section that would constitute an amendment to this Agreement must be approved by the City, County, and Operator prior to being implemented.

## 13.0 INSURANCE.

a. Operator shall provide insurance coverage during the term of this Agreement, including comprehensive general and automobile liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate; medical professional liability coverage with limits no less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate; and workers' compensation insurance in statutorily required amounts. Operator shall provide continuing coverage for liability and medical professional liability after the expiration or termination of this Agreement for a period of three (3) years. Operator's insurance shall include waivers of subrogation against the City and County, and their elected officials, officers, and employees. All policies, except for workers' compensation and professional liability, shall name as additional insureds the City and County, and their elected officials, officers, employees, agents, representatives, and successors or assigns. All coverage furnished by Operator shall be primary, and any insurance held by the City or County shall be excess and non-contributory

b. Operator shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying general and automobile liability insurance which is as least as broad as the underlying policies. The policy shall have minimum limits of not less than Five Million Dollars (\$5,000,000) per occurrence. The policy shall have as additional insureds the City and County, and their elected officials, officers, employees, agents, representatives, and successors or assigns.

c. Within ten days after execution of this Agreement by the last of the Parties to sign, Operator shall provide the City and County with a Certificate of Insurance and copies of insurance policies complying with the insurance and indemnification provisions in this Agreement. Operator shall provide additional or renewed copies of the Certificates of Insurance and policies upon thirty days written notice from the City and County and after insurance policies are renewed. In the event that either of the insurance policies that Operator is required to maintain under this Agreement is cancelled or terminated, Operator shall immediately notify the City and County in writing and procure replacement policies forthwith, furnishing the City and County with copies of the same.



#### 14.0 INDEMNIFICATION.

Operator shall indemnify, defend, and hold harmless the City, County, and Lauderdale County Emergency Management Communication District E-911 and their elected officials, board members, officers, agents, employees, and attorneys from and against any and all loss, damages, injuries, claims, cause or causes of action, or liability of any kind whatsoever resulting from, or arising out of or in connection with the Emergency ambulance services, any other services, equipment, materials, and supplies provided by Operator pursuant to this Agreement. This indemnification obligation will survive the expiration or termination of this Agreement.

#### 15.0 MATERIAL DEFAULT.

Conditions and circumstances that constitute a material default by Operator pursuant to this Agreement include:

- a. Repeated failure to operate in a manner which enables the City and County and/or Operator to remain in compliance with federal, state and local laws, regulations and rules.
- b. Falsification of information supplied pursuant to this Agreement.
- c. Repeated failure to provide data to the City and County that is reasonably required to be generated in the course of operations, including by way of example, dispatch data, patient report data, complaint data, response time data, financial data, training data, billing and collection data, and other performance data and records.
- d. Repeated failure to address and take corrective action with employees with documented professional or behavioral complaints.
- e. Repeated failure to maintain ambulances and equipment in accordance with manufacturer recommended maintenance procedures and as required by applicable laws, regulations and rules.
- f. Failure to maintain insurance required by this Agreement.
- g. Repeated failure to submit reports and information.
- h. Failure to reasonably cooperate with investigations and inspections in accordance with this Agreement.
- i. Making a general assignment for the benefit of creditors; filing a voluntary petition in bankruptcy or suffered the filing of an involuntary petition by creditors; having a receiver appointed to take possession of all or substantially all of its assets; obtaining the attachment or other judicial seizure of all, or substantially all, of its assets, or admitting in writing or electronically its inability to pay debts as they come due.



j. Failure to cure a minor breach after written notice from the City and County and reasonable opportunity to cure which shall be no less than thirty (30) days.

k. Any failure of performance required in the Agreement, which is determined by the City and County in its sole discretion to constitute a substantial and imminent threat to the public health and safety.

The use of the term "repeated failure" in this section shall be determined by the City and County on a case-by-case reasonable basis and may include any instance of three or more failures to comply with the above requirements, as determined in the City and County's sole discretion.

#### 16.0 REMEDIES IN THE EVENT OF MATERIAL DEFAULT.

The City and County shall have all rights and remedies available at law or in equity. The City and County's remedies shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the City and County (including liquidated damages).

#### 17.0 NOTICE OF MATERIAL DEFAULT AND TERMINATION.

a. In the event of a default under Section 15.0 which has been found by the City and County to be a substantial and imminent threat to the public health and safety, the City and County may provide Operator with a reasonable opportunity to cure, or the City and County may immediately terminate the Agreement. For all other defaults under Section 15.0, the City and County will give Operator thirty (30) days written notice setting forth the nature of the default and an opportunity to cure.

b. In the event of material default by Operator, Operator will use its best efforts to assure continuous delivery of the Services required under this Agreement regardless of the underlying cause or consequence of such default. Operator agrees that there is a public health and safety obligation that requires that the City and County to provide uninterrupted service delivery in the event of default, even if Operator disagrees with the determination of default.

c. Operator will be permitted to submit a written plan to cure such default; provided, however, the 30- day cure period will not be extended while Operator prepares a written plan. In the event Operator fails to timely cure, as determined in the City and County's sole discretion, the City and County may terminate this Agreement.

d. Upon termination, Operator will cooperate fully and immediately with the City and County to affect a prompt and orderly transfer of all responsibilities for emergency ambulance services to another provider of such services. Operator agrees that all rights and remedies afforded to the City and County in the event of termination are reasonable and necessary for the protection of the public health and safety.

e. Operator's cooperation with and support of the City and County's termination of this Agreement will not be construed as an admission or agreement by Operator as to the City and

County's finding of a material default.

#### 18.0 EQUAL EMPLOYMENT OPPORTUNITY.

Operator shall follow applicable guidelines, laws, regulations and rules in order to assure that employees and applicants applying for employment with Operator will not be discriminated against because of race, color, religion, sex, sexual orientation or national origin. Operator shall comply with the Americans with Disabilities Act (ADA) and will not discriminate against disabled persons in accordance with applicable laws, regulations and rules.

#### 19.0 RELATIONSHIP OF PARTIES.

a. Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties, or to create any agency or partner relationship between the Parties. Neither Party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.

b. Operator understands and agrees that Operator and Operator's employees, agents, servants or other personnel are not employees of the City or County. Operator shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits and any other form of compensation or benefit to Operator or any of Operator's employees, agents, servants or other personnel performing the service or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. It is expressly understood and agreed that for such purposes neither Operator nor Operator's employees, agents, servants, subcontractors or other personnel shall be entitled to any payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever from the City or County.

#### 20.0 ASSIGNMENT/AFFILIATED RELATIONSHIPS/SUBCONTRACTOR.

a. Operator shall not assign or transfer any portion of this Agreement without the prior written consent of the City and County. Any purported assignment or transfer without such consent will terminate this Agreement at the option of the City and County, as determined in the City and County's sole discretion, and will not convey any rights to the assignee/transferee. A significant and material change in ownership of Operator will, for the purposes of this Agreement, be considered a form of assignment or transfer that is prohibited under this Agreement.

b. Except for ancillary services provided by Operator's affiliates or subcontractors for billing and collection, legal, etc., Operator may not enter into any agreement or arrangement of any kind for the direct or indirect performance of this Agreement by an affiliate or subcontractor of Operator without the prior written consent of the City and County. The parties' intention is for Operator, and not an affiliated entity or subcontractor, to directly perform the Emergency ambulance services described in this Agreement. Upon request, Operator shall provide the City and County with a list of affiliates and subcontractors of Operator that provide ancillary services for this Agreement.



## 21.0 TAXES.

Operator shall be responsible for complying with all federal, state and local tax laws, regulations and rules applicable to its performance of this Agreement.

## 22.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

At all times during the performance of this Agreement, each party shall observe and conform to all applicable federal, state and local laws, rules, regulations, and orders that have been or may hereafter be established.

## 23.0 PERMITS, LICENSES AND CERTIFICATES.

Operator shall obtain and hold any and all federal, state and local permits, licenses and certificates required to fully perform this Agreement. Operator shall make all necessary payments for such permits, licenses and certificates. Operator will assure that all necessary renewals of such permits, licenses and certificates are timely made. Operator shall assure that all of its personnel hold valid federal, state and local permits, licenses and certificates required in order for Operator to meet its responsibilities under this Agreement.

## 24.0 NOTICE OF LITIGATION AND CLAIMS.

Operator shall notify the City and County within five (5) business days of any material litigation or claims which arise out of, or are related in any way to, Operator's performance of this Agreement. To the extent permitted by law, Operator will disclose in writing or electronically to the City and County all litigation matters involving Operator's related organizations or affiliates, owners of Operator (having a 10% or greater interest in Operator) and key personnel of Operator that may have a material impact on the Operator's ability to continue performance of this Agreement.

## 25.0 FORCE MAJEURE.

a. Except as may be otherwise provided in this Agreement, neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is proximately caused by conditions within Lauderdale County beyond its reasonable control and occurs without the party's fault or negligence including, but not limited to, Acts of God, fire, storm, flood, war, rebellion, insurrection, riot, strike and/or any other cause beyond the reasonable control of the party whose performance is affected (each, a "Force Majeure Event").

b. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due hereunder) to the extent such failures or delays are proximately caused by a Force Majeure Event, provided that, as a condition to the claim of nonliability, the party claiming nonliability due to a Force Majeure Event shall give the other prompt written notice, with full details, following the occurrence of the cause relied upon.



Failure to give notice within seven (7) days from the occurrence of the Force Majeure Event shall act as a waiver of the party's right to claim nonliability due to the Force Majeure Event.

c. To the extent any dates by which performance obligations under this Agreement are scheduled to be met, such dates will be extended for a period equal to the time lost due to any delay caused by a Force Majeure Event for which timely notice is provided.

#### 26.0 AMENDMENTS.

Any amendment of the terms of this Agreement shall be in writing and will be effective only after the approval and signing of the Parties to this Agreement.

#### 27.0 NOTICE.

Any notice to the parties required under this Agreement shall be in writing delivered to the person designated below at the indicated address unless otherwise designated in writing. Notices shall be personally delivered, sent by certified mail return receipt requested, sent for next day delivery by a nationally recognized next day courier service, sent by facsimile, or sent by email to:

#### 28.0 MISCELLANEOUS.

a. The captions of the Sections in this Agreement are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

b. This Agreement shall be governed by the laws of the State of Alabama. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Lauderdale County, Alabama.

c. The provisions of this Agreement pertaining to insurance, indemnification, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

d. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

e. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

f. Nothing in this Agreement is intended, nor should it be construed, to create any

rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law.

g. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

COUNTERPART SIGNATURE PAGE  
TO  
EMERGENCY AMBULANCE SERVICE AGREEMENT

The undersigned has executed this Counterpart Signature Page on this 19<sup>th</sup> day of March, 2024, in the capacity indicated below, and has authorized the attachment thereof to that certain Emergency Ambulance Service Agreement regarding Lauderdale County, Alabama.

CITY OF FLORENCE, ALABAMA,  
a municipal corporation

By:   
Title: Mayor

ATTEST:


By:   
Title: City Clerk-Treasurer



COUNTERPART SIGNATURE PAGE  
TO  
EMERGENCY AMBULANCE SERVICE AGREEMENT

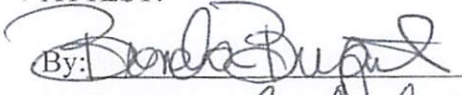
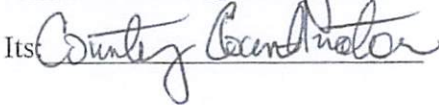
The undersigned has executed this Counterpart Signature Page on this 25<sup>th</sup> day of March, 2024, in the capacity indicated below, and has authorized the attachment thereof to that certain Emergency Ambulance Service Agreement regarding Lauderdale County, Alabama.

LAUDERDALE COUNTY, ALABAMA,  
a political subdivision of the State of  
Alabama

By: 

Title: Chairman of the Lauderdale  
County Commission

ATTEST:

By:   
Its:   
County Coordinator

COUNTERPART SIGNATURE PAGE  
TO  
EMERGENCY AMBULANCE SERVICE AGREEMENT

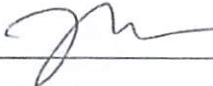
The undersigned has executed this Counterpart Signature Page on this 8<sup>th</sup> day of April, 2024, in the capacity indicated below, and has authorized the attachment thereof to that certain Emergency Ambulance Service Agreement regarding Lauderdale County, Alabama.

LIFEGUARD AMBULANCE SERVICE,  
LLC

By: 

Title: VICE PRESIDENT OPERATIONS

ATTEST:

By: 

Its: REGIONAL DIRECTOR