



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
March 25, 2024

AGENDA NO. 2024-06-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Cody Edger of Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-05-RG, dated March 11, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation to Ashley Engles-Ross by Mayor Finley designating March 30, 2024 as Women Owned Business Day in the City of Madison, Alabama

B. Ballcorps, LLC; Annual Trash Pandas Revenue Update

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. **Resolution No. 2024-059-R:** Authorizing an agreement with Intergraph Improvement Properties, LLC for division of utilities bill for the Public Safety Annex

- C. **Resolution No. 2024-089-R:** Providing for the disposition of personal property of negligible value (56 Cisco IP Phones) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- D. **Resolution No. 2024-097-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation on Claim No. 061299 for wind damage due to severe thunderstorm to four backstops at the WestCo softball complex at Palmer Park which occurred on December 9, 2023 (\$124,345.50, minus \$1,000 deductible)
- E. Acceptance of donation of chairs and a rack for use at the Wellness Center Gym located at 190 Graphics Drive (estimated value of \$4,900. Donor would like to remain anonymous)
- F. Acceptance of donation from L. Tucker (\$30 to be deposited into Senior Center Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2024-006-R:** Authorizing a Memorandum of Understanding with the City of Huntsville and Madison County for joint funding of the Slaughter Road Intersection Improvements Project (City would reimburse County 1/3 of incurred design costs and periodically reimburse the County 1/3 of the \$4,564,242.19 estimated construction cost of the Project. To paid from the Engineering Department budget)
- B. **Resolution No. 2024-079-R:** Authorizing Amendment No. 1 with Kimley-Horn and Associates, Inc. on Project 22-038 | Burgreen and Hardiman Intersection Signal to prepare two (2) legal descriptions and deeds for the required right-of-way (in amount not to exceed \$2,500. To be paid from Engineering Department budget)

- C. **Resolution No. 2024-098-R**: Authorization to procure Tract No. 8 for the Segers Road & Maecille Drive Improvement Project (Edward Lee Moore)(\$4,020.51 to be paid from Engineering Budget)

HUMAN RESOURCES

- A. **Resolution No. 2024-091-R**: Authorizing Employee Assistance Plan Agreement with Behavioral Health Systems (Estimated \$10,000 per year for three-year term)
- B. **Resolution No. 2024-092-R**: Authorizing Professional Contractor Services Agreement with Stacy Thomas for First Responder Wellness Support (\$38,000 for one-year term)

LEGAL

- A. **Resolution No. 2024-094-R**: Authorizing an amendment to the agreement with Huntsville Utilities for streetlight maintenance

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

Agenda Note: It should be noted that there are times when circumstances arise that require items be added to or deleted from the agenda at time of the Council meeting. Also all attached documents are to be considered a draft until approved by Council.

All attendees are advised that Council meetings are televised and that their statements and actions are therefore viewed by more than just those attending the meetings.



**MINUTES NO. 2024-05-RG
 REGULAR CITY COUNCIL MEETING
 OF MADISON, ALABAMA
 March 11, 2024**

The Madison City Council met in regular session on Monday, March 11, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Deborah Timmons from Asbury Church provided the invocation followed by the Pledge of Allegiance led by Rowan McHale.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Absent
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Deputy Revenue Officer Ivon Williams, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren. City Administrator Steve Smith. Court Clerk Amanda Garlen.

Public Attendance registered: Margi Daly, Terry Odum, Jocelyn Broer, Richard Dunaway, Andrew Dunaway

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-04-RG DATED MARCH 11, 2024

Council Member Powell moved to approve Minutes No. 2024-04-RG. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATIONS AND AWARDS

None

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council were able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to citycouncil@madisonal.gov.*

JUDY MILLER

Ms. Miller appeared before Council and Mayor Finley to voice her concerns on the following items:

- Addition of sidewalks

MARGI DALY

Ms. Daly appeared before Council and Mayor Finley to voice her concerns on the following item:

- Thanked Steve for tour of community center
- Issues with traffic lights, sidewalks
- Concerned with LED lighting
- Insufficient lighting
- Objection to consultants being hired
- Software program concerns

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Shaw moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating account	\$1,779,444.96
Special General Operating Accounts	\$19,792.72

ADEM Storm Drainage	\$8,108.50
1/2 Cent Capital Replacement	\$8,214.48
1/2 Cent Infrastructure	\$2,954.48
Gasoline Tax & Petroleum Inspection fees	\$91,986.47
Street Repair and Maintenance	\$1,363.44
CIP Bond Accounts	\$1,021,181.51
Library Building Fund	\$98,579.06
Water Distribution and Storage	\$11,817.98
1/2 Cent Reserve	\$5,909.03
Venue Maintenance	\$99,286.34
Fire CPR	\$478.50

Regular and periodic bills to be paid:

Resolution No. 2024-055-R: Acceptance of an insurance settlement from Nationwide Insurance Company on Claim No. 969658-GM for damage to pole and signal box on Burgreen and Hardiman Road which occurred on or about February 19, 2022, by their insured (settlement in the amount of \$3,610.00)

Resolution No. 2024-070-R: Acceptance of Insurance Settlement of \$4,473.16, less \$500 deductible, on Claim No. 061433 from Alabama Municipal Insurance Corporation for damage to a police vehicle due to a collision which occurred on February 10, 2024

Resolution No. 2024-087-R: Acceptance of Insurance Settlement from Alabama Municipal Insurance Corporation of \$2,265.61, less a \$500.00 deductible, on Claim No. 061378, for a Police vehicle involved in an accident on January 24, 2024

Resolution No. 2024-088-R: Acceptance of insurance settlement from American Municipal Insurance Corporation, Claim No. 061420, in the amount of \$7,088.79, with a deductible of \$500.00 for damages caused by a vehicle colliding with a Public Works vehicle during an ice/snowstorm.

Authorization for the Public Works Department to solicit bids for asphalt paving services.

Authorization for Facilities & Grounds Department to solicit bids for demolition services for the Public Safety Annex

Authorization for the Engineering Department to solicit bids for Project 24-015 rewiring Traffic Signal for Wall Triana and I-565 Eastbound off ramp

Senator Tom Butler House District 2 Awarded the Madison County Legislative Delegation Community Service Grant to the Madison Senior Center for Programming Expenses and Equipment in the amount of \$2,500.00.

Council Member Powell seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Mayor Finley reported on the following activities, events, and newsworthy items:

- Mid-year budget nearing completion
- Hippy Home Visiting gave a shout out to the City Firefighters for the teaching demonstration.
- Civic Awareness Academy information

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

Council Member Wroblewski reported on the following activities, events, and newsworthy items:

- Thanked Cathy Miller with United Way for the invitation to visit and "Read Across America."
- Thanked Principal Jamie Golliver and Ms. Quickel's third grade class for the invitation to visit and read an animal rescue book titled "Felipe and Claudette."

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Absent

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No business to report

COUNCIL DISTRICT NO. 4 GREG SHAW

No business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

RESOLUTION NO. 2024-078-R: DESIGNATION OF VOTING DELEGATE FOR ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION TO BE HELD MAY 15-18, 2024 IN HUNTSVILLE, ALABAMA

Council President Bartlett announced a correction on section one, the voting delegate being Council Member Connie Spears not Council President Bartlett. A correction on section two Council Member Maura Wroblewski should be first alternate voting delegate. Council Member Wroblewski moved to approve Resolution No. 2024-078-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-080-R: AUTHORIZING THE ARCHIVING OF THE MARCH 11, 2024 CITY COUNCIL WORK SESSION

Postponed

Council President Bartlett announced that Resolution 2024-080-R has been postponed until the next work session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Council Member Denzine reported on the following activities, events, and newsworthy items:

- Thanked City Administrator Steve Smith for the tour at the community center
- Shared the various items of interest being planned for community center
- Reminded everyone about the Madison Visionary Partners upcoming event-Community Volunteers Award Breakfast
- Recognized the volunteers that were nominated for the youth and community volunteer of the year
- Recognized the businessperson
- of the year
- Madison Police Advisory Committee has decided to meet once every other month-next meeting March 26th at 6 p.m.-topic is Mental Health
- The Beautification Board is doing a spring clean up

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

Council Member Seifert reported on the following activities, events, and newsworthy items:

- Thanked Parks & Rec specifically Stephanie Elmore for successfully fulfilling the roles of Kelly Johnson in basketball
- Thanked Director of Parks and Rec Kory Alfred for the teamwork
- Shared the event information for tomorrow night’s baseball game with a team out of Troy, Alabama

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

RESOLUTION NO. 2024-081-R: REQUEST FOR AN ON-PREMISES BEER AND WINE LICENSE FROM SAVAGE HOLDINGS LLC., DOING BUSINESS AS LOST PIZZA CO. FOR THEIR LOCATION AT 181 HUGHES ROAD, SUITE 1A

Deputy Revenue Officer Ivon Williams informed the Council that this is a new request for this location and added that everything is in order for Council action.

Council President Bartlett opened the floor for public comments regarding this request.

Margi Daly asked if the past ordinance that kept liquor businesses away from schools will ever be re-instated. Council President Bartlett stated that the current council members had nothing to do with that ordinance. Council Member Denzine clarified that the questioned ordinance had changed years ago.

Council Member Wroblewski moved to approve Resolution No. 2024-081-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Connie Spears	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

DEPARTMENTAL REPORTS

COURT

RESOLUTION NO. 2024-083-R: AUTHORIZING AN MOA WITH MADISON COUNTY FOR WORK RELEASE PROGRAM

Council Member Wroblewski moved to approve Resolution No. 2024-083-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried

ENGINEERING

RESOLUTION NO. 2024-068-R: AUTHORIZING A COMMERCIAL AID TO CONSTRUCT AGREEMENT WITH ATHENS UTILITIES FOR THE RELOCATION OF POWER LINES ON PROJECT 22-036 | BURGREN AND HUNTSVILLE-BROWNS FERRY ROUNDABOUT (NOT TO EXCEED \$228,510.64, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-068-R. Council Member Shaw seconded. Council Member Denzine asked if the mentioned resolution was new or something that was budgeted for. City Engineer Michael Johnson clarified that it was budgeted for. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried

RESOLUTION NO 2024-075-R: AUTHORIZING AMENDMENT NO.1WITH GOODWYN MILLS AND CAWOOD ON PROJECT 22-024 | MILL CREEK DITCH FOR FEMA NO-RISE CERTIFICATION (AN AMOUNT NOT TO EXCEED \$5,500.00, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-075-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried

RESOLUTION NO 2024-076-R: AUTHORIZING AMENDMENT NO. 1 WITH NIVENS & ASSOCIATES APPRAISALS, INC. ON PROJECT 22-039 SEGERS AND MAECILLE DRIVE ROAD EXTENSION FOR APPRAISAL REVISIONS ON PARCELS 4 & 5 (NOT TO EXCEED \$400.00, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-076-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Greg Shaw	Absent at time of vote
Council Member Karen Denzine	Aye

Motion carried

RESOLUTION NO. 2024-077-R: AUTHORIZATION FOR THE ACQUISITION OF TWO ADDITIONAL RIGHT OF WAYS AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE SEGERS ROAD AND MAECILLE DRIVE PROJECT.

Council Member Powell moved to approve Resolution No. 2024-077-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Greg Shaw	Absent of time of vote
Council Member Karen Denzine	Aye

Motion carried.

FACILITIES & GROUNDS

RESOLUTION NO. 2024-071-R: AWARDING A CONTRACT TO VONACHEN GROUP TO PROVIDE JANITORIAL SERVICES AND OPTIONAL SERVICES TO THE MADISON

PUBLIC LIBRARY AND THE WELLNESS CENTER (TO BE PAID FROM ACCOUNTS: LIBRARY 70-010-000-2201-00; WELLNESS CENTER 10-170-000-2201-90)

Council Member Powell moved to approve Resolution No. 2024-071-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Greg Shaw	Absent at time of vote
Council Member Karen Denzine	Aye

Motion carried.

RESOLUTION NO. 2024-086-R: AWARDING A CONTRACT TO JANI-KING TO PROVIDE JANITORIAL SERVICES AND OPTIONAL SERVICES TO THE COMMUNITY CENTER (TO BE PAID FROM ACCOUNT 10-170-000-2201-00)

Council Member Powell moved to approve Resolution No. 2024-086-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member John Seifert	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Greg Shaw	Absent at time of vote
Council Member Karen Denzine	Aye

Motion carried.

PLANNING

RESOLUTION NO. 2024-082-R: APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ARCSPACE STUDIO IN THE AMOUNT OF \$14,240 FOR PREPARATION OF PHASE 2 OF THE MASTER PLAN FOR THE FARLEY-WANN HOUSE (TO BE PAID FROM 10-010-000-2942-00 - WANN HOUSE RECONSTRUCTION)

Council Member Wroblewski moved to approve Resolution No. 2024-082-R. Council Member Powell seconded. Mayor Finley shared that the agreement would help give a more detailed structural evaluation. Director of Development Mary Beth Broeren stressed that there will be additional cost due to some of the structures on the inside of the house needing to be removed so the evaluation can be done. Council Member Denzine asked for clarification on what the property will be used for.

Director of Development stated that the property could possibly become a local historic museum to include exhibits about different aspects of Madison’s history. Council Member Denzine asked for the age of the house. Director of Development Mary Beth Broeren

shared that the house is the sixth oldest house in the city as well as possibly being built in the Victoria era including a Craftsman front porch. Director of Development Mary Beth Broeren shared with Council that one of the things that would need to be decided would be what era the house would end up becoming. She shares that it is more than likely to become a period in the thirties around the time of World War II.

Director of Development Mary Beth Broeren stressed the reason for that time frame pertains to paperwork found from that time frame. Council Member Denzine asked for clarification on what she was voting on. Director of Development Mary Beth Broeren clarified that the vote would approve the architect to work on a floor plan, look at the appropriate exterior materials as well as picking out material for a roof. Director of Development Mary Beth Broeren stated that if the project is decided on by the council, grants would be applied for to help with the funding. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Connie Spears	Absent
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

POLICE

RESOLUTION NO. 2024-072-R: AWARD OF BID NO. 2024-072-ITB, MADISON POLICE DEPARTMENT RIFLE PURCHASE TO TROY INDUSTRIES, INC. (\$71,435.00 LESS TRADE-IN VALUE, TO BE PAID FROM ACCOUNT 10-020-000-2405-26)

Council Member Denzine moved to approve Resolution No. 2024-072-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Karen Denzine	Aye
Council Member John Seifert	Aye
Council Member Ranae Bartlett	Aye
Council Member Maure Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye

Motion carried.

RECREATION

RESOLUTION NO. 2024-073-R: ADDENDUM TO TRANSFER RECTRAC RECREATION SOFTWARE SERVER TO CLOUD-BASED SERVICE PROVIDED BY VERMONT SYSTEMS (\$12,672 ANNUALLY, TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-073-R. Council Member Shaw seconded. Council Member Seifert asked Director of Parks and Recreation Kory Alfred if this resolution required employee training. Director of Parks and Recreation Kory Alfred clarified that Director of Information Technology Chris White can assist from an IT standpoint. Mayor Finley asked Director of Parks and Recreation Kory Alfred if he had an idea how long the transfer will take. Director of Information Technology Chris White shared that it would take three to four months to complete. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-084-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHRIS WELCH FOR PICKLEBALL INSTRUCTION

Council Member Shaw moved to approve Resolution No. 2024-084-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Maura Wroblewski	Aye
Council Member Ranae Bartlett	Aye
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

Having no further business to discuss Council Member Wroblewski moved to adjourn. The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 6:39 p.m.

Minutes No. 2024-04-RG, dated March 11th, 2024, read, approved and adopted this 25th day of March 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

PROCLAMATION

WOMEN OWNED BUSINESS DAY

WHEREAS, Women own nearly 13 million firms in the United States, employing more than 9.4 million workers and generating more than 1.9 trillion dollars in sales as of 2019; and

WHEREAS, between 2014 and 2019, the number of women-owned businesses climbed 21% to a total of nearly 13 million.

WHEREAS, Alabama ranks 15th in the Nation of women owned businesses with a growth rate of 42%; and

WHEREAS, Alabama has an estimated 153,000 women owned firms, employing just over 111,000 people with combined sales of \$19 billion; and

WHEREAS, City of Madison had 1,399 women owned firms as of 2012; and

WHEREAS, March is recognized as Women in History month; and

WHEREAS, City of Madison values entrepreneurial businesses and seeks to celebrate growth in business ownership among women in the community

NOW, THEREFORE,

I, Paul Finley, Mayor of the City of Madison, do hereby proclaim the day of

MARCH 30, 2024

As

WOMEN OWNED BUSINESS DAY

in the City of Madison, Alabama.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 25th day of March, 2024.

Paul Finley, Mayor

RESOLUTION NO. 2024-059-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTERGRAGH IMPROVEMENT PROPERTIES, LLC FOR DIVISION OF UTILITY BILL FOR THE PUBLIC SAFETY ANNEX**

WHEREAS, the City of Madison recently acquired a building from Intergraph Improvement Properties, LLC (herein "Intergraph") located at 23 Ludie Richard Drive, Madison AL 35758 (herein the "Public Safety Annex"); and

WHEREAS, Intergraph continues to own and maintain an adjacent building to the Public Safety Annex known as building 23-B ("Building 23-B"); and

WHEREAS, Huntsville Utilities continues to meter electricity usage for the Public Safety Annex and Building 23-B with one meter and remits electricity bills for both buildings to Intergraph; and

WHEREAS, because Huntsville utilities requires that the shared electrical service only be held in the name of one of the Parties, Intergraph is willing to transfer the electricity bill to the City (put the electricity bill in the City's name) upon the City installing an electricity meter on Building 23-B.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an agreement with Intergraph for the division of electrical costs, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Utility Expense Sharing Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

UTILITY EXPENSE SHARING AGREEMENT

THIS UTILITY EXPENSE SHARING AGREEMENT (the “*Agreement*”) is made and entered into on this 25th day of March (the “*Effective Date*”) by and between **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (“*Intergraph*”), and the **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (the “*City*”). Intergraph and the City may hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*”.

RECITALS

WHEREAS, the City of Madison recently acquired a building from Intergraph located at 23 Ludie Richard Drive, Madison AL 35758 (herein the “*Public Safety Annex*”);

WHEREAS, Intergraph continues to own and maintain an adjacent building to the Public Safety Annex known as building 23-B (“*Building 23-B*”);

WHEREAS, Huntsville utilities continues to meter electricity usage for the Public Safety Annex and Building 23-B with one meter and remits electricity bills for both buildings to Intergraph;

WHEREAS, because Huntsville utilities requires that the shared electrical service only be held in the name of one of the Parties, Intergraph is willing to transfer the electricity bill to the City (put the electricity bill in the City’s name) upon the City installing an electricity meter on the switchgear that services Building 23-B;

WHEREAS, the Parties must cooperate with each other with respect to issues relative to payment for their proportionate usage of such electricity; and

WHEREAS, the Parties desire to enter into this Agreement in consideration of the mutual covenants and agreements contained herein and for the mutual convenience and benefit of both Parties.

NOW, THEREFORE, the Parties contract and agree as follows:

1. The Parties enter into this Agreement for a term of one (1) year from the Effective Date. The Agreement shall automatically renew for an additional one-year term unless either Party gives thirty (30) days’ notice to the other in advance that they intend to terminate the Agreement.

2. The City shall install a fully operational electricity meter on the switchgear that services Building 23-B (at the City’s sole cost and expense) to measure Intergraph’s electricity usage in Building 23-B.

3. The City agrees that, in the event the electricity meter breaks or is in need of replacement or maintenance, the City shall provide Intergraph with prompt written notice of such break or required maintenance and the City shall bear the full cost and expense for such meter replacement or maintenance. The City agrees to use their best efforts to fix the broken or non-operational meter within a reasonable period of time. If, however, the meter is down for a billable period preventing a Reading of Intergraph’s electricity usage during such billable period, then Intergraph shall remit payment to the City for an amount equal to twenty percent (20%) of the electricity bill for both Building 23-B and the Public Safety Annex within fourteen (14) days of receipt of such bill.

4. Upon the completion of the installation of the electricity meter, Intergraph and the City shall work in concert to place the electricity utility in the name of the City. The City agrees to allow

Intergraph as much access to billing information and reporting of problems, repairs and other issues as Huntsville Utilities policies allow.

5. Within seven (7) days of the City receiving an electricity bill from Huntsville utilities for the combined electricity use of both 23-B Building and the City’s Public Safety Annex for a billable period, the City shall obtain a reading in kilowatt-hours (the “**Reading**”) from the installed meter on the switchgear that services Building 23-B. Intergraph’s representative is entitled to be present at that time to confirm the Reading obtained by the City. The Reading obtained by the meter shall determine Intergraph’s electrical wattage usage for the billable period.

6. After obtaining an accurate Reading, the City shall submit an e-mail to Intergraph’s Director of Facilities & Building Operations Denise Bates at denise.bates@hexagon.com, which must include the Reading from the meter on the switchgear that services Building 23-B and a copy of the electricity bill from Huntsville utilities showing the electricity usage in kilowatt-hours for both the 23-B Building and the Public Safety Annex combined and the current rate Huntsville utilities chargers per kilowatt-hour (the “**Payment Notice**”).

7. Intergraph shall, within thirty (30) days of receipt of the Payment Notice, remit payment to the City in an amount equal to: (a) a number in kilowatt-hours derived from the applicable Reading, multiplied by (b) the current rate of electricity per kilowatt-hour as stated in the Payment Notice. Any payment issued by Intergraph to the City that is remitted thirty-five (35) days after receipt of the Payment Notice shall be subject to a five percent (5%) late fee.

8. The City shall promptly and timely pay all electricity bills to Huntsville utilities during the term of this Agreement. If the City fails to promptly and timely pay for any reason, then the City shall be solely responsible for any late fees or additional charges.

9. If the City receives any notices from Huntsville utilities, including, without limitation, notices for failure to timely pay, notices for disconnection of service, or notices for increased rates for electricity, then the City shall forward such notices to Denise Bates at denise.bates@hexagon.com.

10. Either Party may terminate this Agreement at will by providing written notice to the other Party if the other Party breaches the terms of this Agreement.

11. This Agreement constitutes the entire agreement of the Parties pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements, and understandings of the Parties with respect to such matters, whether written or oral.

12. This Agreement may be modified only by a writing signed by each Party.

13. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. Notwithstanding the aforementioned, Intergraph may assign this Agreement to an affiliate without receiving prior written consent.

14. Each person signing below on behalf of an entity does hereby represent and warrant that such person is duly authorized to execute this Agreement on behalf of the entity for whom they have signed and that the Parties to this Agreement have relied upon such representation and warranty in entering into this Agreement.

15. If any Party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, and an action is filed, the prevailing Party in any such action shall be entitled to recover from the other Party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such incurred in connection with any appeal.

16. The Parties will use their best efforts to cooperate with each other regarding the amount due between them for the electrical bill each billable period as well as regarding any other issues which may arise concerning the shared electrical connection. If a dispute should arise between the Parties concerning the subject matter in this Agreement, both Parties agree to meet to try to work out their differences in good faith prior to filing any legal action. This Agreement shall be governed by and construed in accordance with the laws of Alabama, without giving effect to any choice or conflict of law provision or rule.

17. Any notices required or permitted to be given hereunder shall be given in writing via email to the respective email address(es) of each Party as listed on the signature page below. Notice shall be deemed to be delivered on the date sent by email if sent during normal business hours of the recipient (provided that the sender does not receive any notification within seven (7) hours after such transmission that such transmission was not properly received by the recipient), and on the next business day if sent after normal business hours of the recipient.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page to follow.]

SIGNATURE PAGE TO UTILITY EXPENSE SHARING AGREEMENT

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, on the Effective Date.

INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Email address(es) for notices:
denise.bates@hexagon.com, with a copy to
john.juricich@hexagon.com

Date of Execution: March __, 2024

CITY OF MADISON, ALABAMA, an Alabama municipal corporation

By: _____
Name: _____
Its: _____

Email address(es) for notices:
Brian.Kilgore@madisonal.gov

Date of Execution: March __, 2024

RESOLUTION NO. 2024-089-R

PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE PURSUANT TO SECTION 16-108 OF THE CITY OF MADISON CODE OF ORDINANCES

WHEREAS, the City of Madison owns personal property (formerly used by Information Technology Department) for which the City has no continuing need, such property consisting of the follows:

QUANTITY	DESCRIPTION
56	Cisco IP Phones

;and

WHEREAS, it is the desire of the City Council of the City of Madison to declare said personal property to be surplus property and to direct the sale of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be and hereby is directed to advertise a date for a sale at which said property may be offered for public sale through GOVDEALS. (free or as determined by the City Clerk) The property is to be sold as is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsement of any certificates of title on such property upon receipt of payment of the purchase amount from the purchaser of said property. To the extent necessary, the Clerk is further directed and empowered to execute any other documents as necessary to affect this transfer of ownership of said property.

READ, APPROVED, and ADOPTED this 25th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of March, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-097-R

ACCEPTANCE OF INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 061299

WHEREAS, on December 09, 2023, at 7:00 p.m. which loss upon the best knowledge and belief of insured was caused by wind loss from a severe thunderstorm damaging four backstops at Palmer Park, Westco Softball Complex Upper Fields.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$124,345.50, with a deductible of \$1,000.00, the full and final settlement of \$123,345.50.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$124,345.50, with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for said damage of \$123,345.50. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 25th day of March 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS TO

\$166,143,745.00
Amount of Policy at Time of Loss
10-1-23
Policy Effective Date
10-1-24
Policy Expiration Date

Alabama Municipal Insurance Corporation
INSURANCE COMPANY

0094347281261
Policy Number
Agency At
Agent

Claim Number: 061299

By the above indicated policy of insurance you insured:

CITY OF MADISON

against loss by Wind upon the property according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A Wind loss occurred about 7:00 o'clock PM. on the 9th day of December, 2023. The cause and origin of said loss was: Severe thunderstorms containing very strong winds caused damage to all four backstops at the WestCo Softball Complex, Upper Fields, at Palmer Park.

Property Involved in Claim: Commerical.

Occupancy: The Building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatsoever: Commerical.

Title and Interest: At the time of the loss the interest of your insured in the property described therein was as owner. No other person or entity had any interest therein or encumbrance thereon, except: None.

Changes: Since the above policy was issued there has been no change in title, use or possession of said property except:

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to insure was at time of loss.....\$166,143,745.00

Full Replacement Cost of said property at time of loss.....\$

Full Cost of Repair of Replacement..... \$ 124,345.50

Applicable Depreciation..... \$ 0.00

[] Actual Cash Value Loss..... [X] Replacement Cost Loss..... \$ 124,345.50
Less deductible and/or participation by the insured..... \$ (1,000.00)

[] Actual Cash Value Loss..... [X] Replacement Cost Loss..... \$ 123,345.50

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed : \$0.00.

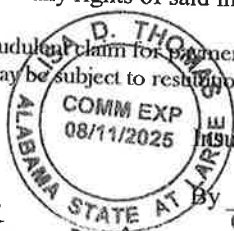
This loss did not originate by any act, design, or procurement of the insured, or the insured, or this subscriber, nothing has been done by or with the privity or consent of the insured or this subscriber to violate the conditions of the policy; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, belonging to and in possession of the insured at the time of loss: no property saved has been concealed and no attempt to deceive the company has been made. Any other information that may be required will be furnished and considered part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of an adjuster, or any agent of the insured in making of this proof, is not a waiver of any rights of said insurer or any of the conditions of this policy.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

State of Alabama

County of Madison



Insured Paul Turley
By Mayor (Title)

Subscribed and sworn to before me this 12th day of March, 2024

[Signature] Notary Public

RESOLUTION NO. 2024-006-R**A RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT
WITH HUNTSVILLE AND MADISON COUNTY FOR IMPROVEMENTS
TO SLAUGHTER ROAD**

WHEREAS, Madison County, Alabama (“the County”) has initiated improvements to Slaughter Road located at the intersections of Eastview Drive and Castle Drive (“the Project”); and

WHEREAS, the County has incurred three hundred nineteen thousand eight hundred dollars (\$319,800) in engineering design costs in preparation for the Project; and

WHEREAS, the expenditures to complete the Project will include right-of-way acquisition, construction, surveying, environmental studies and other remediation costing approximately four million four hundred thousand dollars (\$4,400,000); and

WHEREAS, the City of Huntsville (“Huntsville”), the County and the City of Madison have a common interest in the completion of the Project, and

WHEREAS, Huntsville, the County and the City of Madison find it advantageous to enter a joint funding agreement whereby each party is responsible for equal one-third shares for the design costs incurred by the County; and

WHEREAS, Huntsville, the County and the City of Madison find it advantageous to enter a joint funding agreement whereby each party is responsible for equal one-third shares for all future costs for the Project.

BE IT RESOLVED that the Mayor is authorized and directed to execute on behalf of the City an agreement with Huntsville and the County, said agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as “Memorandum of Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the agreements to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director

is hereby authorized to forward payments and reimbursements to the County in the amount and manner authorized by the agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of March 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF AGREEMENT AMONGST MADISON COUNTY, ALABAMA,
THE CITY OF MADISON, ALABAMA AND THE CITY OF HUNTSVILLE,
ALABAMA FOR SLAUGHTER ROAD IMPROVEMENTS

MADISON COUNTY, ALABAMA (the “County”), the CITY OF MADISON, ALABAMA (“City of Madison”) and the CITY OF HUNTSVILLE, ALABAMA (“Huntsville”), enter into this Agreement on the ___ day of _____, 2024 (collectively referred to as either “the Parties” or individually as a “Party”).

WHEREAS, Section 11-102-1 *et seq.*, Code of Alabama (1975) authorizes counties and/or incorporated municipalities of the State of Alabama to enter into written contracts for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties, and further provides that joint contract(s) may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities; and

WHEREAS, pursuant to Section 11-102-1 *et seq.*, Code of Alabama (1975), the County, the City of Madison and Huntsville, desire to enter into this Agreement to act cooperatively for the public purpose of making certain improvements to Slaughter Road to include shared costs of engineering, design, construction, procurement of right of ways and making other improvements to the intersections of Slaughter Road and Eastview Drive and Castle Drive (“the Project”); and

WHEREAS, the Project lies within the jurisdictions of the County, the City of Madison and Huntsville; and

WHEREAS, as of the date of this Agreement, the County has incurred three hundred nineteen thousand eight hundred dollars (\$319,800) in design and engineering costs for the Project with CDG Engineers & Associates, Inc. (“CDG”); and

WHEREAS, CDG has represented to the Parties that the construction costs, including CE&I services, of the Project are estimated to be four million five hundred sixty four thousand two hundred forty two and 19/100 dollars (\$4,564,242.19); and

WHEREAS, the Project shall require the Parties to procure certain right of ways and/or easements necessary for the construction of the Project; and

WHEREAS, the Parties find that it is in the public interest that the Parties enter into this agreement to coordinate responsibilities and share costs to efficiently complete the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES stated herein the County, the City of Madison and Huntsville mutually agree as follows:

- I. SCOPE OF WORK: the County will complete the design phase for improvement of the Project within one (1) year from the effective date of this Agreement. The County will coordinate and direct design, right of way acquisition, utility relocation and construction of improvements for the Project.

- II. DESIGN APPROVAL: At sixty percent (60%) completion, the County will submit the designs to both the City of Madison and Huntsville for their input and approval. The City of Madison and Huntsville shall provide written consent on the design to the County within sixty (60) days after receipt of the design, and if no comment is received, the design will be deemed approved. The County will provide the cities with an electronic copy of the completed plans.
- III. CITY OF MADISON AND HUNTSVILLE FINANCIAL CONTRIBUTIONS: The City of Madison and the City of Huntsville shall each contribute a maximum of \$1,500,000.00 to this Project (total of \$3,000,000.00) as provided herein. Nothing herein shall preclude any additional contribution of funds toward the Project if either the City of Madison and the City of Huntsville have available funding and deem additional funding to be in the best interest of the citizens of each jurisdiction.
- IV. BIDDING: The Parties agree to the following:
- a. The County will be the awarding authority for the Project, advertise all bids, and perform all necessary actions to complete an open competitive bid for the construction of the Project.
 - b. The County will advertise for sealed bids for all work and materials necessary for said construction in accordance with Alabama Bid Laws within three (3) months of the completion of the design plans, right of way acquisitions and relocation of utilities.
 - c. The County will determine the lowest responsible and responsive bidder and enter into a separate agreement with the contractor for the construction of the Project unless the County in consultation with the City of Madison and Huntsville determines that all bids are unreasonable or that it is not in the interest of the County to accept any of the bids. Prior to entering into the Agreement for the construction of the Project, the County shall confirm with the City of Madison and Huntsville available funding and agreement to reimburse based on the determination of the lowest responsible and responsive bidder. Failure of the City of Madison or Huntsville to provide written objection to proceeding with construction of the Project within seven (7) calendar days of receipt of notice of proposed award from the County shall be deemed approval to proceed.
 - d. Each Party's share of expenditures under this Agreement shall be appropriated and paid in the manner set forth in this Agreement and in the same manner as for other expenses of the entity.
 - e. All advertising costs incurred by the County on behalf of the joint purchasing Agreement shall be paid by the County.
- V. TERM: The duration of this Agreement shall not exceed three (3) years from the date of its final execution or end of the Project, whichever first occurs.

- VI. **IMPLEMENTATION:** The Parties agree as follows:
- a. The County will assume responsibility for the management of the Project.
 - b. The County will provide construction, engineering, and inspection services during the construction phase of the Project. The City of Madison and Huntsville will be given notice and an opportunity for input during the inspection of the portions of the Project within the corporate limits of said cities.
 - c. The Parties expressly agree that (i) the County does not assume any risk or future liability, or any future responsibility for any portion of the Project located within the corporate limits of either the City of Madison or Huntsville and (ii) the City of Madison and Huntsville do not assume any risk or future liability, or any future responsibility for any portion of the Project located within the County but outside the corporate limits said cities.
 - d. Except as expressly provided in this Agreement, neither Party shall have any other power to incur any debt which shall become the responsibility of the other Party.
 - e. Except as specifically provided in this Agreement, the execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Parties the relationship of principal or agent or of partnership or of joint venture.
 - f. Except as otherwise provided by law and as limited by this Agreement, any entity which contracts to perform or exercise any service or power pursuant to this Agreement shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purpose of this Agreement.
 - g. Each Party to this Agreement shall take all actions necessary to effectuate its respective contractual duties and responsibilities under this Agreement.
- VII. **ACCESS:** The City of Madison and Huntsville grant the County full access to their respective rights-of-way and easements necessary for the completion of the Project during the period such remains under construction.
- VIII. **REIMBURSEMENT OF DESIGN AND CONSTRUCTION COSTS:** The County shall invoice the City of Madison and Huntsville for their respective share of the design and construction costs based on invoices received from the design professional(s) and pay estimates periodically received from the Contractor. The City of Madison and Huntsville shall each be responsible to the County for one-third of the costs of design, construction and CE&I up to the maximum contribution of \$1,500,000.00 from the City of Madison and \$1,500,000.00 from the City of Huntsville. The Parties agree that the City of Madison and Huntsville shall issue payment within thirty (30) days of receipt of invoice from the County.

- IX. **RIGHT OF WAY ACQUISITION:** The County shall commence the acquisition of rights-of-ways and/or easements necessary for the completion of the Project. The City of Madison and Huntsville each give express permission to the County to acquire land acquisitions through donation, negotiation, condemnation and/or other course of action required during the Project. Each party shall take title to rights-of-way and easements located within their respective jurisdictions at the completion of the Project. Subject to the maximum contribution of \$1,500,000.00 from the City of Madison and \$1,500,000.00 from the City of Huntsville, the City of Madison and Huntsville shall each respectively be responsible to the County for one-third of the costs of such acquisition. The County will provide the City of Madison and Huntsville the appraisals for property to be acquired. The County shall confirm with the City of Madison and Huntsville available funding and agreement to reimburse based on the appraised value of the property to be acquired. Failure of the City of Madison or Huntsville to provide written objection to proceeding with right of way acquisitions within seven (7) calendar days of receipt of the appraisals from the County shall be deemed approval to proceed. The Parties shall reimburse the County for such acquisition costs within thirty (30) days' notice of the amounts due to the County.

- X. **REIMBURSEMENT OF OTHER COSTS:** Subject to the maximum contribution of \$1,500,000.00 from the City of Madison and \$1,500,000.00 from the City of Huntsville, the Parties also acknowledge that the City of Madison and Huntsville shall each reimburse the County one-third of any additional costs necessary for the Project, including but not limited to, survey costs, environmental studies, and relocation of utilities. The Parties agree that the City of Madison and Huntsville shall issue reimbursement to the County for such other costs within sixty (60) days of presentation to the cities for reimbursement.

- XI. **TERMINATION:** The Parties agree as follows:
 - a. Any Party hereto may terminate this Agreement prior to commencement of work by giving thirty (30) days' notice of the intention to do so to the other Party. Such notice shall be sent to the respective designees of the Parties identified herein under Section XVIII of this Agreement.
 - b. The City of Madison or Huntsville may terminate this Agreement by providing written objection as specified in Sections IV.C. or IX.
 - c. The termination of this Agreement does not absolve the terminating Party from performing its obligations under this Agreement arising prior to the effective date of such termination.

- XII. **SEVERABILITY:** If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- XIII. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama courts.

- XIV. DISPOSITION OF FUNDS UPON TERMINATION OF AGREEMENT: Any jointly contributed funds remaining upon the termination of this Agreement will be distributed to the Parties *pro rata* based on the percentage of the overall funding contributed by each Party.
- XV. LIABILITY RELATED TO ORDINANCES, POLICIES, RULES AND REGULATIONS: In executing this Agreement, none of the Parties hereto assumes liability or responsibility for or in any way releases the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of their respective ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule or regulation is at issue, the Party responsible for such ordinance, policy, rule or regulation shall defend the same at its sole expense.
- XVI. MUTUAL BENEFIT: All Parties acknowledge that the undertakings described herein are for their mutual benefit.
- XVII. NO SEPARATE ENTITY: The Parties do not intend to create any separate legal or administrative entity with respect to this Agreement or the services to be provided hereunder.
- XVIII. INSURANCE: The County agrees to require any contractors it retains pursuant to this Agreement to include the City of Madison and Huntsville to be named as an additional insured with respect to the contractor's required insurance and to indemnify to all Parties pursuant to this Agreement.
- XIX. IMMIGRATION ACT COMPLIANCE:
 - a. Each Party represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Beason-Hammon Act"), and that, during the performance of this Agreement, such Party shall participate in the E-Verify program as required under the terms of the Beason-Hammon Act.
 - b. By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
 - c. Furthermore, a contracting Party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.
- XX. NOTICE: Any notice required or permitted by this Agreement shall be personally

delivered in writing or deposited with the U.S. Postal Service, postage prepaid, certified, and returned receipt requested, and addressed as follows:

To the County:

County Attorney
Madison County
100 Northside Square
Huntsville, AL 35801

To the City of Madison:

City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758

To the City of Huntsville:

City Attorney
City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

- XXI. **BOYCOTTING ACTIVITIES:** By signing this Agreement, each Party represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- XXII. **NON-ASSIGNABILITY:** None of the Parties shall delegate or assign any of its obligations or assign its benefits under this Agreement.
- XXIII. **AUTHORITY TO CONTRACT:** Each Party declares that it has obtained all necessary approvals of its governing authority to execute and bind the Parties.
- XXIV. **NO THIRD-PARTY RIGHTS:** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- XXV. **FORCE MAJEURE:** None of the Parties shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) earthquake, fire, explosion, flood or other natural disaster; (d) strike or labor dispute; or (e) any war, act of terrorism, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion.
- XXVI. **NON-WAIVER:** Any Party's failure to seek redress for a violation or to insist upon strict performance of any Agreement provision will not prevent a subsequent act, which would originally have constituted a violation, from having the effect of an original

violation. No waiver of a provision, breach or default shall apply to any other provision or subsequent breach or default or be deemed continuous.

XXVII. LIMITATION OF LIABILITY: The Parties agree to indemnify and hold harmless each other, their appointed and elected officers, employees, agents and/or other representatives against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work on the Project.

XXVIII. NO WAIVER OF THE SOVEREIGN IMMUNITY: Nothing contained in this Agreement constitutes a waiver of the sovereign, discretionary, qualified and/or any other immunity available to any of the Parties under applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof, the parties have executed the Agreement effective as of the day and year first above written.

MADISON COUNTY, ALABAMA

Mac McCutcheon, Chairman
Madison County Commission

ATTEST:

Kevin Jones, County Administrator

IN WITNESS whereof, the parties have executed the Agreement effective as of the day and year first above written.

CITY OF MADISON, ALABAMA

Paul Finley, Mayor

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

IN WITNESS whereof, the parties have executed the Agreement effective as of the day and year first above written.

CITY OF HUNTSVILLE, ALABAMA

Tommy Battle, Mayor

ATTEST:

Shaundrika Edwards, City Clerk

RESOLUTION NO. 2024-079-R**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC.**

WHEREAS, with Resolution No. 2022-257-R, the City Council of the City of Madison authorized a professional services agreement with Kimley-Horn & Associates, Inc. for engineering consulting services for traffic signal design for the Hardiman Road and Burgreen Road Improvement (herein "the Project"); and

WHEREAS the original agreement approved by the City of Madison established compensation to the Contractor in an amount not to exceed thirty-nine thousand two hundred thirty one dollars and eighty one cents (\$39,231.81);

WHEREAS the Director of the City's Engineering Department recommends that the original contract be amended to include additional services whereby Kimbley-Horn & Associates, Inc. shall prepare legal descriptions and deeds for those right of ways necessary for completion of the Project; and

WHEREAS the Contractor's additional compensation pursuant to the contract shall not exceed two thousand five hundred dollars (\$2,500) in addition to that compensation previously approved.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with Kimley-Horn & Associates, Inc. for professional engineering consulting services, said amended agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment #1 -Notification: 22-038" for additional services as described herein and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment pursuant to the provisions of the attached First Amended Agreement to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of March 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama



February 23, 2024

Ms. Michelle Dunson
City of Madison – Engineering Department
 100 Hughes Road
 Madison, Alabama 35758

Re: **Amendment #1 – Notification: 22-038**
 Hardiman Road and Burgreen Road
 Madison, Alabama

Dear Ms. Dunson:

Kimley-Horn and Associates, Inc. is requesting a supplemental amendment to provide additional services for the above-mentioned project in the City of Madison, Alabama.

PROJECT UNDERSTANDING

The Client desires to install a new traffic signal at the intersection of Hardiman Road and Burgreen Road. As part of this project, it was determined that the City will need to acquire additional right-of-way in order to accommodate the new traffic signal. As a result, the Client would like to retain Kimley-Horn to provide engineering services as described in the scope of services below.

SCOPE OF SERVICES

Task 6 – Tract Sketches and Deeds **\$2,500 (hourly, not to exceed)**

Kimley-Horn will prepare tract sketches showing property ties and ownership. The latest recorded deeds and 90% plans showing acquired right-of-way will accompany the tract sketches for use by the City in acquiring required right-of-way.

To facilitate the acquisition of required right-of-way, Kimley-Horn will develop tract sketches for required parcels. Based on property files and available data, we anticipate two (2) tracts will require right-of-way acquisition. Tract sketches will contain sufficient land ties as applicable for use by City staff in writing acquisition deeds.

The deliverables for this task include:

- PDF tract sketches for two (2) impacted properties
- Acquisition deeds for two (2) impacted properties



FEE SUMMARY

Kimley-Horn will perform the services outlined in **Task 6** on an hourly labor fee plus expense basis with the maximum labor fee shown below.

Task 6	Tract Sketches and Deeds	\$2,500.00
---------------	--------------------------	------------

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number (#014115002). All permitting, application, and similar project fees will be paid directly by the Client.

CLOSURE

We appreciate the opportunity to submit this proposal to you. We look forward to performing these services for you and will begin work immediately upon your notification. Please contact me at 256-344-1149 or at jenny.brown@kimley-horn.com should you have any questions or requested changes.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Jenny Brown, P.E., PTOE
Project Manager

Kenn Fink, P.E.
Authorized Signer

**City of Madison, Alabama
A Municipality**

Signed: _____

Date: _____

Printed Name: _____

Title: _____

Email: _____

RESOLUTION NO. 2024-098-R

**A RESOLUTION AUTHORIZING PROPERTY ACQUISITION
FOR THE SEGERS ROAD & MAECILLE INTERSECTION IMPROVEMENT PROJECT**

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire certain rights-of-way (herein the "Tract") on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Edward Lee Moore (herein "Owner") as described herein and the attached Exhibit A.
2. **Exhibit A: Warranty Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of constructing the proposed improvements to the Segers Road and Maecille Road Intersection (herein "the Project"). The Tract is more specifically described as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 1045.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 17.42 FEET; THENCE S. 88° 48' 16" E., 133.99 FEET; THENCE S. 00° 40' 01" W., 18.09; THENCE N. 88° 30' 59" W., 134.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2379 S.F (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

3. That obtaining the foregoing Tract for expanding City right of way is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
4. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tract by voluntary conveyance and offer the Owner a total of **four thousand twenty dollars and fifty-one cents (\$4,020.51)** to compensate owner for the conveyance enumerated in Exhibit A.

- 5. That said Tract has been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the owner represents such just compensation.
- 6. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A.
- 7. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of March 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) QUIT CLAIM DEED
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Edward Lee Moore** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguish any and all interest that he has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 1045.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 17.42 FEET; THENCE S. 88° 48' 16" E., 133.99 FEET; THENCE S. 00° 40' 01" W., 18.09; THENCE N. 88° 30' 59" W., 134.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2379 S.F (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT K

*Tract 8 Quit claim Deed / Edward Lee Moore
Page 1 of 2*

TO HAVE AND TO HOLD unto the Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ___ day of _____ 2024.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ___ day of _____ 2024.

By: _____
Edward Lee Moore

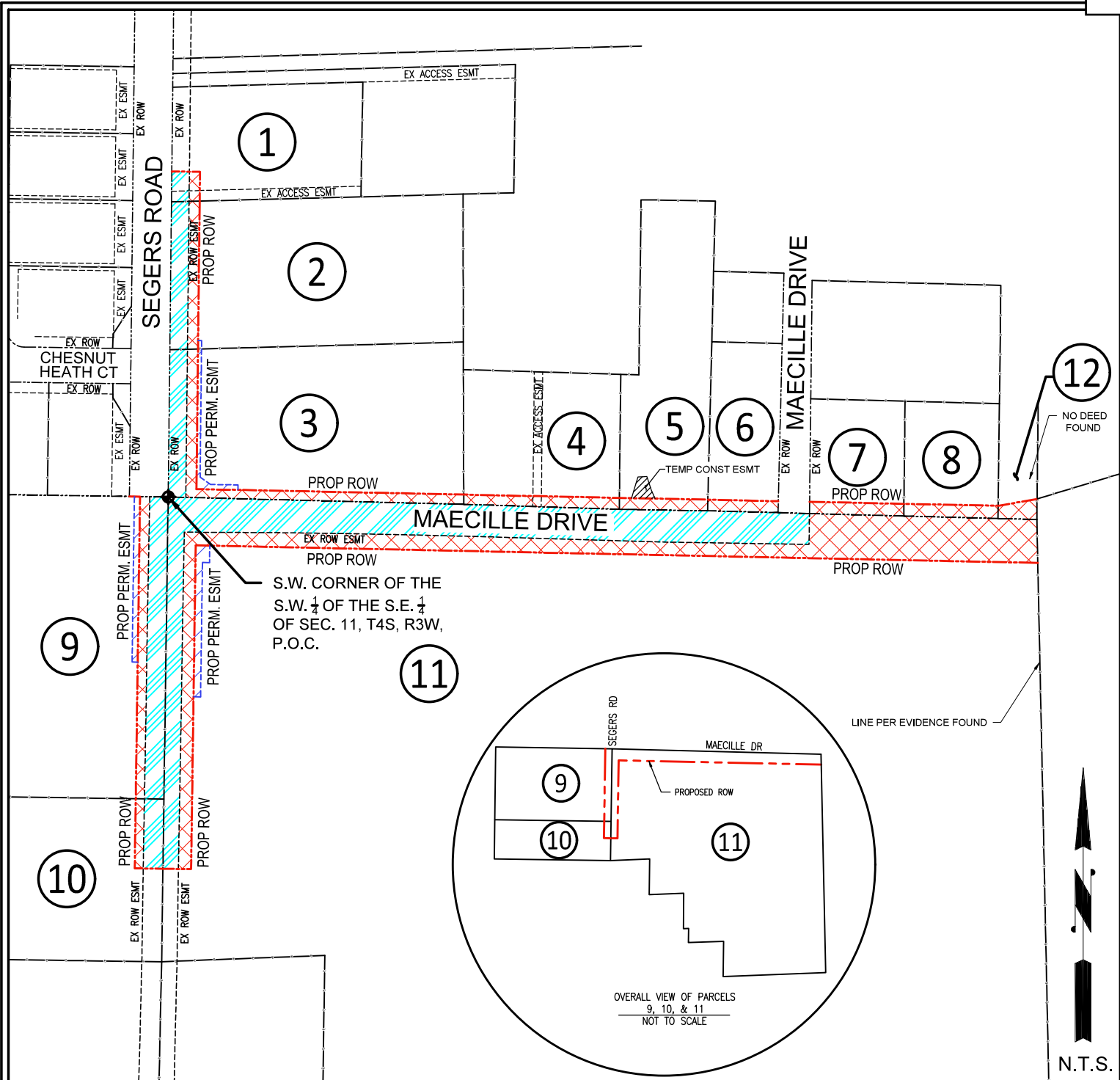
STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edward Lee Moore, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the _____ day of _____ 2024.



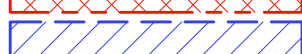
Notary Public

EXHIBIT K



S.W. CORNER OF THE
S.W. 1/4 OF THE S.E. 1/4
OF SEC. 11, T4S, R3W,
P.O.C.

OVERALL VIEW OF PARCELS
9, 10, & 11
NOT TO SCALE

-  PROPOSED RIGHT-OF WAY WITHIN PRESCRIPTIVE EASEMENT
-  PROPOSED RIGHT-OF WAY OUTSIDE PRESCRIPTIVE EASEMENT
-  PROPOSED EASEMENT

CITY OF MADISON, LIMESTONE COUNTY, ALABAMA
 RIGHT-OF-WAY AND EASEMENT OVERVIEW MAP
SEGERS ROAD AND MAECILLE DRIVE
INTERSECTION IMPROVEMENTS

DATE: AUGUST 24, 2023
 Rev.:

OHM PROJECT #: 9036220010-03

MADISON PROJECT #: 22-039

SHEET 1 OF 1



OHM
 OHM ADVISORS
 209 10th AVENUE SOUTH
 SUITE 154
 NASHVILLE, TN 37203
 615-649-5264

RESOLUTION NO. 2024-091-R**A RESOLUTION AUTHORIZING AN EMPLOYEE ASSISTANCE PLAN AGREEMENT WITH BEHAVIORAL HEALTH SYSTEMS**

WHEREAS, the City of Madison desires to engage an experienced provider of a comprehensive employee assistance plan, which includes professional case management services for the provision of mental health and wellness services for City of Madison employees, connection to a broad national and local provider network, and professional training, medical testing, education, and management support; and

WHEREAS, Behavioral Health Systems, Inc., is an experienced, local, and unique provider of said services, which include case management by its professionally trained and licensed clinical psychology staff, experienced trainers to help City management and staff, connection to services and education regarding legal, financial, and eldercare matters, as well as a comprehensive drug testing and screening program under the direction of staff medical review officers; and

WHEREAS, the engagement of Behavioral Health Systems, Inc., will enhance the safety and security of the City by providing support for the City's safety-sensitive employees, as well as the administration of the City's safety policies, particularly those articulated in Section 5 of the City's Personnel Policies & Procedures pertaining to alcohol and substance abuse;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an Employee Assistance Plan Agreement with Behavioral Health Systems, Inc., to provide the employee assistance plan services described in its proposal dated January 25, 2024, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Employee Assistance Plan Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Behavioral Health Systems, Inc., in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of March, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this 25th day of March, 2024.

Paul Finley, Mayor
City of Madison, Alabama



Employee Assistance Program Proposal

City of Madison
January 25, 2024



Laney Jakstys, Regional Vice President, Business Development



Main: 800-245-1150



eljakstys@behavioralhealthsystems.com



www.behavioralhealthsystems.com



Corporate: Two Metroplex Dr., Suite 500, Birmingham, AL 35209
Regional: John Hancock Center, Suite 3137, 875 N. Michigan Ave, Chicago, IL 60611

This manual, including all attachments, analyses, compilations, studies, or other documents or records prepared by the recipient which contain or otherwise reflect or are generated from this proposal, contains information that BHS considers non-public, proprietary or confidential in nature. Any unauthorized use, access, dissemination, distribution or copying of this proposal is strictly prohibited, and may subject the individual to criminal and/or civil liability.

About Behavioral Health Systems, Inc (BHS)



In 1989, BHS recognized the need to address the full range of mental health and substance abuse-related services. For more than 30 years, BHS has managed behavioral health through a 100,000-member preferred provider organization (PPO) to employer groups **across 48 states**.

BHS' advantages include the **open network PPO model**, ensuring maximum freedom of choice for patients; **continuity of care for patients** accessing EAP benefits and needing more long-term treatment; and the **fee-for-service approach**, which provides maximum cost savings and coverage flexibility.

BHS programs include:



Behavioral Health

BHS' programs include solutions for all mental health, substance abuse and EAP needs. Under the "carve-out" program, BHS seamlessly integrates its services for employers and their members. Enhanced programs include Behavioral Comp Management and Rx Management.



EAP & Work-Life

Tailored work-life solutions include BHS' stand-alone employee assistance program (EAP) services; Wellness First®, a program to support each employer's unique goals; and robust education/training services. BHS' well-being programs assist employees in managing personal issues while maintaining focus at work.

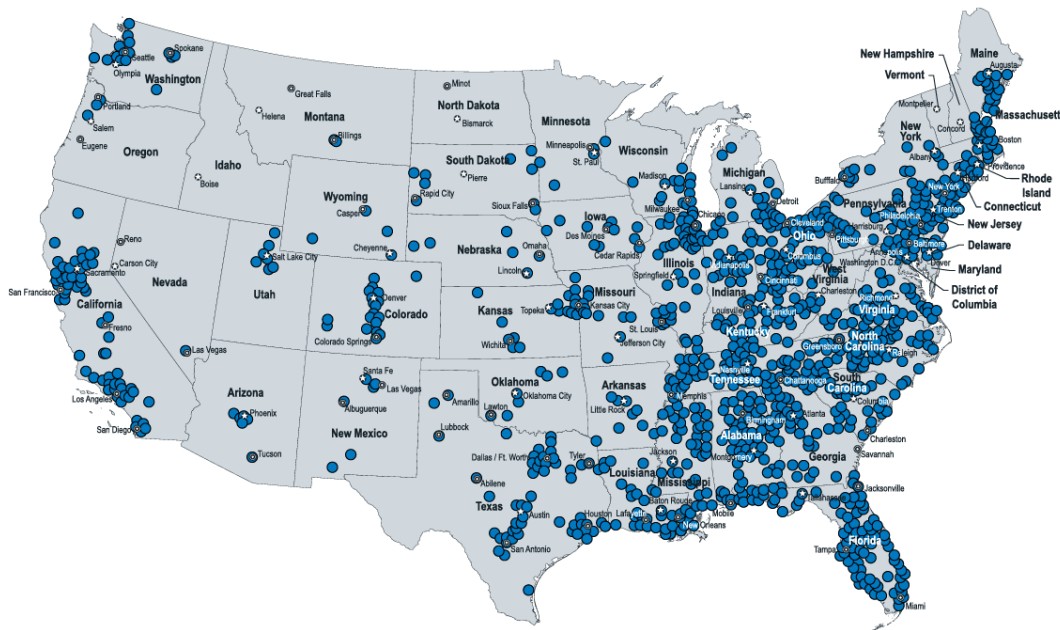


Drug Testing

Safety First, BHS' drug testing division, conducts pre-employment, random, post-accident, reasonable suspicion and return-to-work drug screening. All claims processing, MRO, billing and management reports are provided through one source. The program can be stand-alone or integrated with BHS.

Provider Network

The BHS preferred provider network is the platform allowing BHS to offer its behavioral health solutions. BHS' PPO network includes 100,000+ contracted providers representing a full continuum of care and a geographical saturation across the nation, as well as representation by all levels of expertise and specialty. As it stands, BHS' network is the largest specialty network in the United States. BHS has the ability to expand as needed to uniformly serve all employer locations.



Many of BHS' competitors utilize a traditional EAP model for assessment, outpatient treatment and care management. By contrast, BHS utilizes an open network model offering various cost options. Below is an overview of the two approaches:

<u>BHS' Open Network Model</u>	<u>Traditional EAP Models</u>
<ul style="list-style-type: none"> Assessment & treatment coordination with independent providers across the U.S. 	<ul style="list-style-type: none"> Assessment by staff professionals
<ul style="list-style-type: none"> Ability to see a provider face-to-face or virtually 	<ul style="list-style-type: none"> Telephonic, slim network for face-to-face
<ul style="list-style-type: none"> Access to highest quality area providers due to BHS' carve-out core service Ability to do case-specific contracts 	<ul style="list-style-type: none"> Limited freedom of choice for patient due to capitated, EAP only services
<ul style="list-style-type: none"> Coverage for psychologists as well as psychiatrists (if the plan prefers) 	<ul style="list-style-type: none"> Only Master's-level included
<ul style="list-style-type: none"> Ability to expand to accommodate client needs Low corporate overhead due to pricing options 	<ul style="list-style-type: none"> Strict program limitations; limited personalization for client plan

BHS A.S.S.I.S.T.

The BHS Employee Assistance Program (BHS A.S.S.I.S.T.) is a professional service which provides confidential assessment, referral and short-term counseling services to employees for behavioral problems including substance abuse.



BHS offers stand-alone Employee Assistance Programs (EAP), or can provide a fully integrated EAP-Managed Care approach. When an EAP is integrated with a PPO and Care Management Program, maximum benefits are realized by the employee and employer.

We offer a uniform program approach across all employee locations, and with our preferred unique pricing plan, you only pay when services are rendered. Plus, your employees have maximum flexibility in provider choice since all treatment services are provided through independent expert clinicians. (Complimentary services include Education & Training, CISD support, supervisory referrals, community resource support, online work/life, posters, newsletters and benefit communications.)

The BHS EAP can help with the following issues:

Stress Management	Depression & Anxiety	Coping After a Tragedy
Personal Relationships	Work-Related Problems	Eating Disorders
Marital/Family Issues	Alcohol & Drug Abuse	Legal
Parent-Child Conflict	ADD/ADHD	Financial
Grief & Loss	Elder & Childcare	Life Transition

Fee-For-Service Projection

ESTIMATED COST BASED ON INCURRED CLAIMS

Ten (10) Sessions Per Plan Year: \$1.90 per employee per month (PMPM)

Standard program features include:

- Outpatient treatment and work/life consultation including claims processing
- Treatment at appropriate level of care (Master's level and Psychologists included)
- Licensed Master's-prepared Care Coordinator assigned to City of Madison
- Expert referral and care coordination with medical plan
- National credentialed provider network
- Professional supervisory referral resources
- National credentialed crisis intervention provider network
- 2 sessions of onsite or virtual implementation support sessions (employee orientation or corporate education/training)
- Telephonic management consultation
- 24-hour toll-free access with live voice reception at all times
- Legal, Financial and Eldercare consultation
- Website resources at www.behavioralhealthsystems.com
- Comprehensive management reports
- Benefits communication and promotional materials
- Online Work/Life resources included at no charge

Note: Projection based on 400 employees plus dependents

Employee Assistance Program Components Fee-For-Service Rate Schedule for City of Madison

SERVICE

FEES ⁽¹⁾

Includes claims processing, QA, and utilization reports

Initial Patient Consult/Treatment Plan Development

\$175 per intake

Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral.

OUTPATIENT TREATMENT ⁽¹⁾

BHS Assessment

\$185 per assessment

Includes face-to-face assessment. Evaluation performed by a Licensed Counselor/Therapist or Clinical Psychologist.

Short-term Counseling Services

Comprehensive counseling services, when deemed appropriate, in areas listed above, performed by most appropriate level of qualified professional.

Licensed Clinical Psychologist or
Masters level Counselor

\$130 per hour

Interactive Complexity Add-on Code (2013 APA)
Psychiatric Add-on Code (2013 APA)

\$25 - 50
\$50 - 100

⁽¹⁾ On a case-specific basis, additional charges may apply to ensure prompt treatment referrals in certain geographic or specialty areas where low provider availability/extended wait times exist.

Employee Assistance Program Services Fee-For-Service Rate Schedule City of Madison

OPTIONAL MANAGEMENT SERVICES

FEES ⁽¹⁾⁽²⁾

<u>Consultation/Technical Assistance</u> – Assistance in the benefit plan design, development and implementation of written corporate policies and procedures (sexual harassment, workplace violence, drug-free workplace, etc.); pharmacy/other claims analyses.	\$250/hour
<u>Critical Incident/Crisis Response</u> – Coordination with onsite contact(s) and local authorities, assessment of incident needs, development of response plan, locating/securing trained clinicians, printed materials for employees, evaluation and follow-up (24/7 onsite response within 2 hours of call).	\$250-\$450/hour ⁽³⁾
<u>Conflict Mediation</u> – Communication with involved parties, assessment of situation, recommendations for response, onsite consultation, counselor-led mediation session and follow-up.	\$250/hour
<u>Employee Health Fairs/Other Onsite Representation</u> – Includes BHS representative, promotional material (magnets, pens, etc.), resource information and brochures.	\$150/hour
<u>Employee Wallet Cards/Member Guides/Promotional Materials</u>	As quoted
<u>Online Work/Life</u> – Online work/life service which includes unlimited access to a comprehensive website with searchable databases and education materials (topics include, but not limited to: Child Care, Adult Care, Adoption Assistance, Education Assistance, Health and Well-Being and Daily Living).	Included
<u>Employee Wellness Program</u> – Full complement of wellness-related services. Refer to Wellness Program details.	As quoted
<u>Telephone Management Consultation</u> – (one hour per incident)	No charge
<u>Management Support Other</u> – Upon client request/court order re employee/client legal action: records review, deposition preparation, testimony appearance, subpoena response, external legal counsel, consultation with client.	\$200/hour (plus OOP reimbursement)
<u>Statistical Reporting</u> – Standard BHS quarterly reports detailing utilization, referral source, costs, etc.	No charge for Standard; \$200/hr. non-standard

SUPERVISORY SERVICES

<u>Supervisory Follow-up (incident-specific)</u> – Meetings with supervisors to assist in problem resolution, quality assurance procedures, etc.	\$250/hour
<u>Manager/Supervisory Training</u> – Initial/on-going training/workshops focusing on implementation of the EAP, how to identify a distressed employee, confrontation techniques, or other topic-specific training; includes all customized presentation materials (training outline, participant handouts, overhead/PowerPoint slides), locating/scheduling providers, participant certificates and evaluations, confirmation letters, and evaluation results.	\$350 and up ⁽⁴⁾
<u>Peer Support/Focus Groups</u>	\$250/hour

SUPERVISORY REFERRALS

Supervisory Referral Initial Patient Consult/Treatment Plan Development

Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral. \$250 per intake

Pre-Certification Screenings/Case Management

– In concert with employer’s utilization review procedures, determines/recommends need for residential/inpatient/outpatient treatment and assists in referral process. \$100/hour

Supervisory Referral BHS Gatekeeping/Assessment

Includes face-to-face assessment. Evaluation performed by a clinical Psychologist or Masters prepared therapist as deemed appropriate. (May include minimal psychological testing as needed.) \$185/hr (non-MD)

Supervisory Referral PPO Network Access (Inpatient /PHP/IOP)

(Per episode of care)
Access to BHS PPO network/facility rate savings; new provider identification/ negotiation/credentialing; open network provider requests; case-specific agreements; emergency facility affiliations; new location network development. \$1,500

Supervisory Referral Short-term Counseling Services

Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional.

Individual therapy (non-MD) \$130
Interactive Complexity Add-on Code (2013 APA) \$25 – 50
Psychiatric Add-on Code (2013 APA) \$50 – 100

Lab/Testing/Neuropsych/ECT/ER/Transportation/Non-PPO OP Services

≤ UCR, QPA or as negotiated

DOT SA and Return to Work Evaluations

\$250 - \$450 per hour

EMPLOYEE SERVICES (OTHER)

Employee Workshops (Groups up to 50) – Includes all customized presentation materials: workshop outline, participant handouts, overhead PowerPoint presentation, location/scheduling providers, participants certificates and evaluation, confirmation letter, and evaluation results. \$350 and up ⁽⁴⁾

Downsizing/Outpatient Counseling – Includes onsite counselor(s) for group or individual counseling, written materials, resource information, and follow-up. \$200/hour

Employee Orientation (Groups up to 100) – Employee in-services to inform all employees of EAP benefits. \$350 and up ⁽⁴⁾

Employee Awareness and Education – On-going distribution of posters, payroll stuffers, newsletter articles and employee letters related to EAP benefits. As quoted ⁽⁴⁾

Online Training Programs – A series of discipline-specific training sessions designed to maintain requirements for CEU credit(s). As quoted ⁽⁴⁾

NOTIFICATION POLICY: There may be an additional fee of \$100 per hour for any employer onsite service that is requested with less than 72 hours’ notice (non-critical incident).

CANCELLATION POLICY: A cancellation fee may be billed for any onsite service(s) cancelled with less than 72 hours’ notice.

⁽¹⁾ Travel expenses shall be billed separately, as applicable.

⁽²⁾ On a case-specific basis, additional charges may apply to ensure prompt treatment referrals in certain geographic or specialty areas where low provider availability/extended wait times exist.

⁽³⁾ Prices may vary depending upon type of crisis, location, number of counselors needed to respond, and date/time onsite services are requested.

⁽⁴⁾ Fee variables include: new topic design vs. inventoried, resources req’d, # participants, location, advance notice period, etc.

Sample Implementation Timeline

TIMELINE	ACTIVITY	RESPONSIBILITY	
		BHS	CLIENT
60 days	Formal Implementation Meeting	✓	✓
	Execute mutually acceptable agreement and attachments	✓	✓
	Initiate network expansion/case-specific as needed	✓	
	Finalize benefit plans	✓	✓
45 days	Finalize communication/orientation plans and materials	✓	✓
	Implement plan for EAP communications	✓	✓
30 days	Order benefit plan materials (i.e., cards, inserts)	✓	
	Finalize technical set-up and conversion (eligibility)	✓	✓
7-14 days	Begin conversion and data transfer	✓	✓
	Final preparatory meeting	✓	✓
	Effective date		
+30 days post	1st follow-up meeting	✓	✓

BHS Benefit Communications

Wallet Cards



Customized cards for both Managed Care and EAP Members.

Monthly Newsletter



E-Mailed monthly to your designated contacts to distribute. Article topics range from family communication, mental health awareness, financial planning and current topical events.

EAP Posters



Mailed Semi-Annually and emailed quarterly to help promote EAP benefits to members.

Fact Sheets



BHS has a wide library of topics are available upon request to help assist members that might need guidance. A topical fact sheet is also mailed to your designated contact monthly.

Custom Mailers



Designed in-house at BHS with collaboration with clients to communicate benefits to members.

Supervisory Toolkits



Resources for supervisors and leaders to help communicate EAP benefits to members.

Infographics



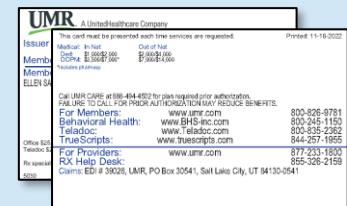
Provided quarterly to provide visibility of benefits on screens & monitors in the workplace or on company social media & web portals.

Custom Table Tents



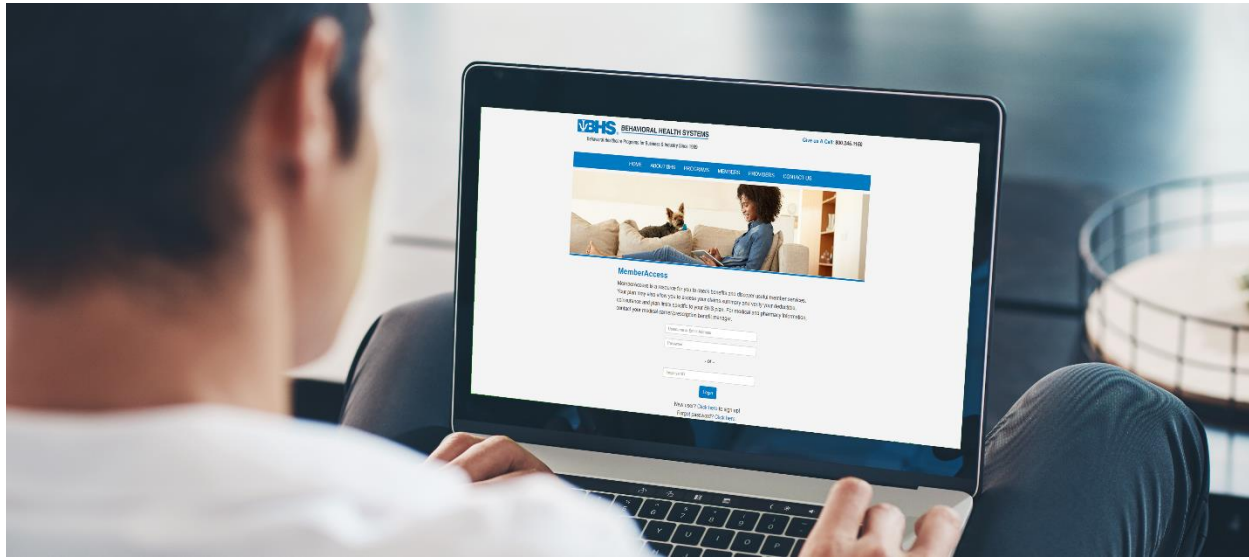
Placed in common areas around the workplace for quick & effective communication of benefits, collaboratively designed & distributed by BHS.

Insurance Cards w/ BHS Info



Many insurance providers are able to place BHS' contact info on their wallet cards.

Digital Resources & MemberAccess



BHS' Digital Resources include an array of behavioral health, work/life and personal development services. Through BHS' robust member portal, MemberAccess, members can find essential EAP tools as well as access to relevant topics, self-assessments, benefits communications and more. Members can also use online appointment requests and reimbursement forms.

BHS Digital Resources include:

BHS' General Website — BHS' website includes BHS MemberAccess, the BHS Spotlight Blog, provider resources as well as how to contact BHS.

MemberAccess — BHS' unique member portal, BHS MemberAccess, includes the ability to create a unique member log-in and password or utilize a general company ID (see above). Members can log in to view monthly newsletters and fact sheets, find self-assessment tools and general benefit information. Also, BHS' member reimbursement form can also be found here. You also can download the "BHS MemberAccess" app from your preferred app store.



BHS MemberAccess portal and app includes the ability to request an appointment that is sent directly to the company-designated BHS Care Coordinator. As an optional service, Online Work/Life ASSIST is a comprehensive well-being platform that details self-study articles, media as well as community resources.

Claims Information — Through MemberAccess members can keep track of their specific claims as well as cost sharing. This includes EOBs, deductibles and out-of-pocket amounts. This is an optional add-on that can be requested by the employer on behalf of the plan.

Demo BHS MemberAccess web portal or app using Member ID: XYZCORP

Corporate Education & Training



BHS and Safety First offer comprehensive training solutions to meet the unique needs of our clients. Whether you are planning lunch-n-learns, professional workshops or required compliance sessions, our education & training program is uniquely designed to support current employment trends and respond to the specific needs of your industry.

We provide clients across the country with a strategic and innovative approach to onsite and webinar-based training and development to promote personal and professional development. Every client requires a different training solution, and to ensure we meet the needs of our clients, we offer both pre-developed and customized approaches.

Delivery

Live, on-site training provides an interactive, educational approach to training that enables each participant to walk away with topic-specific knowledge and skills. BHS also offers web-based trainings and prerecorded, audio-enhanced trainings. Commonly used platforms include Zoom, Microsoft Teams and Cisco Web-Ex.

BHS trainings address topics such as:

Professional Development – Trainings that provide basic, intermediate and advanced supervisory and leadership skills.

Work/Life – Trainings that will help employees learn how to effectively manage multiple responsibilities at home, work and in their community.

Well-Being – Trainings to teach employees how to manage all aspects of wellness and make positive lifestyle choices.

A few BHS' most requested topics include:

- Do's and Don'ts of Effective Communication
- Focus on Mental Health: Keys to a Healthy Workplace
- Power of Positivity
- Stronger Together: Managing Workplace Conflict & Confrontation
- Stress Management & Coping with Life's Challenges
- Employee Assistance Programs—A Resource for Challenging Issues



BEHAVIORAL HEALTH SYSTEMS

Behavioral Healthcare Programs for Business & Industry Since 1989

EMPLOYEE ASSISTANCE PLAN AGREEMENT

This Agreement is made and entered into this 25th day of March, 2024, by and between Behavioral Health Systems, Inc. ("**BHS**") and City of Madison, Alabama ("**Client**") as follows:

WHEREAS, BHS acts as an Employee Assistance Plan ("**EAP**") Administrator and Third Party Claims Administrator ("**TPA**") for plans such as the Employee Assistance Plan; and

WHEREAS, BHS acts as a Preferred Provider Organization ("**PPO**") in negotiating alternative rate contracts with certain Providers to provide services including the Covered Services; and

WHEREAS, Client desires to utilize the EAP Plan Administrator, PPO and TPA services of BHS and its network of Participating Providers to provide Covered Services to Covered Persons.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS. For purposes of this Agreement:

(a) "**Employee Assistance Plan**" means that Benefit Plan for Covered Services as defined under **Addendum D** hereto, and as may be mutually revised from time to time, provided by Client to its employees, established and administered pursuant to the Client's policies.

(b) "**Covered Person**" means any individual determined by Client to be eligible for coverage under Client's Employee Assistance Plan.

(c) "**Covered Services**" refers to those specific mental/nervous/substance abuse and employee assistance-related services/conditions covered under the Client's policies and employee communications/materials, and as further defined under **Addendums C** attached hereto, and as may be mutually revised from time to time.

(d) "**Provider**" means a licensed healthcare professional who may or may not be a Participating Provider, but who renders care on behalf of Covered Persons under Client's Employee Assistance Plan. All Providers shall meet applicable state and federal guidelines, industry standards, and maintain accreditation as applicable. BHS is under no obligation to credential or enter into a contractual relationship with a (non-Participating) Provider.

(e) "**Participating Provider**" means a Provider who has entered into a provider agreement with BHS or is identified on a case specific basis as "Participating Provider". BHS is under no obligation to contract with Providers who have not been approved by BHS for network affiliation.

2. SERVICES TO BE PROVIDED BY BHS.

(a) **Participating Provider Network.** BHS shall use its best efforts to establish and maintain a network of Participating Providers to provide care for Covered Persons for Covered Services for each of Client's covered locations (contingent upon access to and availability of qualified, willing Providers in any given location). The Client may request that BHS exclude certain Participating Providers from time to time and may request that BHS utilize specific Participating Providers.

All Participating Providers rendering services to Covered Persons shall have the obligation to meet applicable state and federal guidelines, industry standards, and maintain accreditation as applicable. BHS shall maintain a current list of Participating Providers by location and update the list as it is amended from time to time. BHS is under no obligation to distribute this list or make said list available to any party at any time. Further, pursuant to BHS Provider agreements, all rates negotiated with Participating Providers shall be held in strict confidentiality by BHS and shall not be disclosed to any party. BHS makes no guarantee that a given Provider will remain a Participating Provider throughout the term of this Agreement.

(b) **Private Medical Information.** BHS shall not release a Covered Person's private medical information to the Client without such Covered Person's written consent. BHS shall maintain records relating to Covered Persons in such a form as required by law and subject to the rights of the Covered Person and Client and the terms of Federal and State regulation, including, but not limited to, 42 CFR Part 2.

(c) **Claims Processing and Billing.** BHS shall perform all centralized claims processing functions for services rendered under this Agreement. BHS shall administer an established billing system in order to coordinate Client's payment for Covered Services to BHS. BHS shall make payments made through Client's Employee Assistance Plan to Provider pursuant to Participating Provider Agreements or UCR, whichever is applicable. BHS shall not be responsible for claims which do not constitute Covered Services hereunder, unless expressly authorized by Client.

(d) **Charges and Payments.** Provider fees for services shall be determined through either alternative rate contracts with BHS, UCR, or otherwise, but it is understood that BHS shall charge Client pursuant to the rates included in Addendums A and B (as the same may be revised from time to time) for all services rendered directly by BHS or by Providers, and Client shall pay such amounts, with BHS retaining any surplus, or paying any shortage, between that amount and the fee paid by BHS to Provider. Care Management charges shall be billed at an hourly rate as rendered.

(e) **Provider Dispute Resolution.** BHS will cooperate with Covered Persons and Provider in resolving disputes regarding delivery of and payment for Covered Services. Further, BHS shall maintain procedures for dispute resolution and appeals, which procedures shall conform to applicable laws and industry standards. Client acknowledges, however, that BHS is acting solely as a PPO/Plan Administrator and shall not be responsible for the quality of care rendered.

3. RESPONSIBILITIES OF CLIENT.

(a) **Liaison.** Client shall designate one or more of its employees to act as liaison between Client and BHS. The liaison shall coordinate the services of BHS and Client's Employee Assistance Plan and shall establish effective communication mechanisms between BHS and Client. In the event of a change in Client's liaison(s), BHS and the new liaison(s) shall meet to discuss the specifics of the Employee Assistance Plan as administered by BHS. If Client utilizes an outside consulting firm, Client shall set forth the parameters and scope of the authority of such firm and shall clearly define reporting responsibilities, subject to confidentiality parameters referenced herein. BHS shall rely on Client to make final decisions on questionable claims and coverage issues.

(b) **Covered Persons.** Client shall arrange to provide BHS with a list of all Covered Persons by location and shall keep such list current. Client shall provide an adequate means for BHS to timely and accurately verify the eligibility of Covered Persons.

(c) **Payment.** Client shall pay (or cause to be paid) to BHS all charges submitted by BHS to Client pursuant to the terms of this Agreement and **Addendums A and B** within thirty (30) days from the date that such charges are invoiced. In the event of non-payment, Client shall be responsible for any and all costs of collection incurred by BHS, including attorney's fees and court costs. Should a Provider's fee be later denied due to retrospective review, initial eligibility error, or for any reason other than an error on the part of BHS, any charge that was billed or received by BHS for its services related to such fee, shall not be subject to refund. Further, BHS shall not be financially responsible for any retrospective claims for Provider repayment due to the above.

(d) **Advance Payment.** Client shall pay (or cause to be paid), upon the effective date of this Agreement, an advance payment (reserve) equal to one month's estimated bill total, which may be used by BHS to make timely payments to its Providers during the term of this Agreement. BHS shall cause said reserve to be returned to Client after the termination of this Agreement, if/when all final (run-out) invoices have been paid by Client.

4. RELATIONSHIP BETWEEN THE PARTIES.

(a) **Contractual Relationship Between Independent Contractors.** Nothing herein shall be construed as creating a relationship of co-partners, joint ventures, or association between BHS and the Client or its health care Benefit Plan, nor shall either party, its employees, agents or representatives be considered employees, agents or representatives of the other party. BHS and Client shall execute a Business Associate Agreement, in a mutually satisfactory format, which shall be attached hereto as **Addendum E**. Client acknowledges that BHS is not directly providing medical services or serving as an insurance company. Neither BHS nor Client shall have responsibility or obligation for any act or omission of any Provider. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not change, alter, or interfere with any professional relationship which currently exists, or which may hereafter exist, between any Provider and any Covered Person who is or becomes a patient of such Provider, including the care or treatment rendered or prescribed by such Provider to such Covered Person.

(b) **Insurance.** BHS shall carry: a) general liability insurance coverage, to include bodily injury, and

b) managed care errors and omissions liability coverage in a minimum amount of \$1 mil/\$3 mil. Upon request, BHS shall furnish Client with Certificates of Insurance evidencing such coverage. BHS shall include Client as a certificate holder on its managed care liability policy. Further, BHS shall use its best efforts to ensure that Participating Providers or subcontractors maintain satisfactory levels of professional liability insurance in those amounts regularly carried by a prudent person or corporation in a similar line of work.

(c) **General Responsibilities of Parties.** BHS shall maintain a relationship of independent contractor with (Participating) Providers or subcontractors providing services in furtherance of this Agreement. Client acknowledges that BHS employees are not directly performing treatment services, and that all medical necessity recommendations made to Client shall be subject to final decision of Client. BHS shall have no direct responsibility or obligation for any claim arising directly or indirectly out of any act or omission of any Provider hereunder. Further, BHS shall have no responsibility for claims arising from BHS' disclosure of any patient information to Client, or arising from issues related to Client's establishment or operation of an Employee Assistance Plan or eligibility determinations.

(d) Client shall be responsible for maintaining and operating Employee Assistance Plan, and BHS shall be responsible for administering Employee Assistance Plan, in accordance with applicable federal and state laws and regulations.

(e) **Mutual Release.** Client and BHS hereby release each other from responsibility for any and all claims, liabilities, damages, judgments, costs or expenses (including, without limitation, attorney's fees) asserted or incurred as a result of Covered Services provided hereunder, including, but not limited to, any claims of malpractice or negligence against any subcontractor or Provider. BHS shall have no responsibility for the care provided by any subcontractor or Provider. The parties shall cooperate with each other in the event any such claim is made against any Provider, BHS or Client, including providing testimony. Each party shall give the other party twenty (20) days notice of its receipt of any such claim.

(f) **Force Majeure.** BHS shall not be liable for any failure or delay in the performance of services under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunction of utilities or computer (hardware or software) or communications services, accidents, labor disputes or acts of civil or military authorities.

(g) **Indemnification.** Subject to the terms and conditions hereinafter set forth, each party (the "**Indemnitor**") shall indemnify, defend and hold the other party and each of its shareholders, members, partners, directors, managers, officers, employees and agents (collectively, the "**Indemnitees**") harmless from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, the "**Claims**") which:

(i) are made against the Indemnitee or suffered, sustained, incurred or paid by the Indemnitee; and

(ii) arise out of, or in connection with, or are attributable to (A) any actual or alleged violation or inaccuracy of any representation or warranty of the Indemnitor contained herein or (B) any negligent act or omission or willful misconduct of the Indemnitor or its partners, directors, managers, officers, employees or agents in connection with the performance of the Indemnitor's duties under this Agreement.

(1) Claims Against the Plan. Client shall be the Indemnitor and BHS the Indemnatee in connection with Client's exercise of its right, or failure to exercise such right, to make the final decision regarding the payment of any appealed, disputed or questionable claim, including an individual's status as a Covered Person or the medical necessity of any treatment that is the subject of the claim.

(2) Required Notice of Claim. Within twenty (20) days after the Indemnatee becomes aware of a Claim, the Indemnatee shall give written notice of such Claim (the "**Claim Notice**") to the Indemnitor; provided, however, that the Indemnatee's failure to give the Claim Notice to the Indemnitor shall relieve the Indemnitor of its duties, obligations and liabilities hereunder only if and to the extent that the Indemnitor is actually prejudiced thereby.

(3) Defense of Claim. Within ten (10) days following its receipt of the Claim Notice, the Indemnitor, by written notice to the Indemnatee, may elect to assume the defense of the Claim at its own expense and using attorneys reasonably acceptable to the Indemnatee. If the Indemnitor elects to assume the defense of the Claim, it shall not be liable to the Indemnatee for any legal or other expenses (other than reasonable costs of investigation) subsequently incurred by the Indemnatee in connection with the defense of the Claim; provided, however, that if the Indemnitor fails to assume or prosecute the defense of such Claim in good faith, the Indemnatee, by written notice to the Indemnitor, shall be entitled to assume the defense of such Claim at the expense of the Indemnitor.

(4) Required Consent to Judgment or Settlement. The Indemnitor shall not consent to the entry of a judgment or enter into any settlement with respect to a Claim without the written consent of the Indemnatee, which consent shall not be unreasonably withheld or delayed. If the Indemnitor has assumed and prosecuted the defense of a Claim in good faith, the Indemnatee shall not consent to the entry of a judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed.

(h) Limitation Of Liability. Notwithstanding anything to the contrary contained herein, the liability of BHS, its shareholders, directors, officers, employees, agents and contractors to Client for any claim for losses or damages sustained or incurred by Client as a result of the actions or omissions of BHS in performing services hereunder shall be limited to the actual and direct losses and damages sustained or incurred by Client and the amount of such liability shall not exceed (a) the coverage limits determined to be available under liability insurance policies maintained by BHS or (b), if insufficient coverage is determined to be available, the aggregate amount of the fees paid by Client to BHS for its services during the twelve (12) month period ending on the date on which such claim is first asserted. Further, BHS shall not be liable to Client for special, punitive, indirect, incidental, exemplary or consequential damages or for loss of data, treatment services covered under and found to be payable through Employee Assistance Plan, lost profits or loss of goodwill in any way arising from or relating to

this agreement or the services performed by BHS, even if BHS has been notified of the possibility of such damages occurring.

5. **CONFIDENTIALITY AND AUDITS.**

(a) **Confidentiality.** All data collected, created, received, maintained or disseminated for any purpose by BHS will be the property of BHS. BHS shall make available to Client information on Client's utilization in such form and format as BHS provides to its other clients. Client shall keep all of such information confidential and shall not share such information with third parties. Client acknowledges that BHS is under no obligation to provide data to any third party, and all requests therefore by Client, or by a third party on Client's behalf, shall be subject to BHS' express approval. Client and its affiliated representatives shall keep the terms and rates of this Agreement confidential. Either party shall have the right to include the following information relative to the other party in all marketing and administrative materials it may distribute: Client name, address, telephone number, contact person, type of service provided.

(b) **Audits.** Client may request an independent review be performed, at Client's expense, in support of the accuracy of the eligibility verification of Client's covered members (however, BHS shall not be held responsible for errors in this regard per Section 3 (d)), and in support of billings rendered to Client. Such review shall be limited to those two issues only and shall be performed by a qualified, independent audit firm which specializes in health care and is unrelated to either party. The selection of such designated audit firm shall be through mutual agreement by the parties. Such review shall be performed onsite at BHS offices and shall occur at such time as BHS determines and in a manner not disruptive to the regular operation of BHS on behalf of its other clients. Such onsite review shall be limited to one time per year, and time duration of no greater than eight (8) hours. BHS shall provide reasonable access to pertinent records in support of the above two issues only, but no BHS records shall be copied or otherwise removed from BHS offices. Information furnished by BHS to auditors shall be limited to that which does not violate patient confidentiality regulations, confidentiality provisions between BHS and its Providers, and confidentiality provisions between BHS and its other clients.

6. **TERM, RENEWALS AND TERMINATIONS.**

(a) **Initial and Renewal Terms.** The initial term of this Agreement shall commence on March 25th, 2024, and shall continue until March 25th, 2027. The initial term shall automatically renew for successive renewal terms of one (1) year each unless either party delivers written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the initial or any renewal term.

(b) **Termination by BHS.** BHS may terminate this Agreement upon thirty (30) days written notice to Client if (1) Client fails to make any payment hereunder when due, (2) BHS is unable to maintain an adequate number of Participating Providers or (3) BHS is subjected to potential liability as a result of the actions or omissions of Client, a Covered Person, or a Participating Provider.

(c) **Termination by Client.** Client may terminate this Agreement upon thirty (30) days written notice to BHS if BHS breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Client specifying such breach.

(d) **Termination Upon Bankruptcy, Etc.** Either party may terminate this Agreement upon written notice to the other party, but in the case of Client's termination, such termination is only as may be required when Client would be unable to continue to sponsor and pay for its Employee Assistance Plan, in the event the other party voluntarily files a petition in bankruptcy, makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or the other party is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days after its filing.

(e) **Effect of Termination on Covered Persons.** Upon the termination of this Agreement, BHS shall continue to arrange, and Client shall continue to pay for, Covered Services provided to any Covered Person who is hospitalized on the date of termination, from that date until the earliest of (i) the date of discharge, (ii) the date Client has made arrangements for substitute care and coverage, (iii) the twentieth (20th) day after the termination date or (iv) the date on which the Covered Person's benefits under the Employee Assistance Plan are exhausted.

(f) **Surviving Provisions.** Following the termination of this Agreement, Client shall continue to pay all amounts due BHS which were incurred up to and including the effective date of termination. All indemnification and confidentiality provisions contained herein shall survive termination.

7. MISCELLANEOUS.

(a) **Notices.** All notices or communications required or permitted by this Agreement shall be in writing and shall be deemed to have been given when personally delivered or deposited in the United States mail, by certified or registered mail, return receipt requested, and addressed to the parties at the following addresses:

If to BHS:
Attn: Deborah L. Stephens
Founder, Chairman & CEO
Behavioral Health Systems, Inc.
Two Metroplex Drive, Suite 500
Birmingham, Alabama 35209

If to Client:
Attn:
City of Madison, Alabama
100 Hughes Road
Madison, AL 35758

(b) **Arbitration.** Any controversy or claim arising from or relating to this Agreement, or its breach, shall be resolved by an arbitration proceeding to be held in Huntsville, Alabama in accordance with the Commercial Arbitration Rules of the AAA. Either party may initiate such arbitration proceeding at any time aft the conclusion of a mediation proceeding. The results of the arbitrator's finding shall be binding on the parties. The parties understand that arbitration does not involve the intervention of a jury and, therefore, agree to the following waiver of their rights to trial by jury:

EACH PARTY HEREBY KNOWINGLY WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CONTROVERSY, CLAIM, OR OTHER DISPUTE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HEREBY AFFIRMS ITS RIGHT AND OPPORTUNITY TO CONSULT LEGAL COUNSEL OF ITS CHOICE REGARDING THE WAIVER OF THIS IMPORTANT LEGAL RIGHT.

(c) **Assignment.** Upon at least ten (10) days prior written notice to the other, either party may assign this Agreement to another party which is the successor to its business.

(d) **Binding On Successors.** This Agreement shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

(e) **Waiver Of Provisions.** Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof or a waiver of any preceding or succeeding breach of this Agreement.

(f) **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(g) **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

(h) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreement and understandings relating to the subject matter hereof, and there are no agreements, understandings, warranties or representations between the parties hereto other than those set forth herein. This Agreement shall not be modified or amended except by a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on March _____, 2024.

BEHAVIORAL HEALTH SYSTEMS, INC. ("BHS")

By: _____
Deborah L. Stephens
Founder, Chairman & Chief Executive Officer

City of Madison, Alabama ("Client")

By: _____
Name: _____
Its: _____

- ATTACHMENTS:**
- ADDENDUMS A/B – Fee Schedules
 - ADDENDUM C – Covered Services
 - ADDENDUM D – Employee Assistance Plan Summary
 - ADDENDUM E – Business Associate Agreement

BEHAVIORAL HEALTH SYSTEMS, INC.
EMPLOYEE ASSISTANCE PROGRAM
FEE-FOR-SERVICE RATE SCHEDULE FOR
CITY OF MADISON, ALABAMA

SERVICE

FEES

Includes claims processing, QA, and utilization reports

Initial Patient Consult/Treatment Plan Development

Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral.

\$ 175 per intake

OUTPATIENT TREATMENT ⁽¹⁾

BHS Assessment

Includes face-to-face assessment. Evaluation performed by a clinical Psychologist or Masters prepared therapist as deemed appropriate. (May include minimal psychological testing as needed.)

\$ 185 per assessment

Short-term Counseling Services

Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional.

Licensed Clinical Psychologist or
Masters level Counselor

\$ 130 per hour

Interactive Complexity Add-on Code (2013 APA)

\$ 25 – 50

Psychiatric Add-on Code (2013 APA)

\$ 50 – 100

⁽¹⁾ On a case-specific basis, additional charges may apply to ensure prompt treatment referrals in certain geographic or specialty areas where low provider availability/extended wait times exist.

BEHAVIORAL HEALTH SYSTEMS
EMPLOYEE ASSISTANCE PROGRAM SERVICES
FEE-FOR-SERVICE RATE SCHEDULE
CITY OF MADISON, ALABAMA

OPTIONAL MANAGEMENT SERVICES

FEES ⁽¹⁾⁽²⁾

Consultation/Technical Assistance – Assistance in the benefit plan design, development and implementation of written corporate policies and procedures (sexual harassment, workplace violence, drug-free workplace, etc.); pharmacy/other claims analyses.

\$250/hour

Critical Incident/Crisis Response – Coordination with onsite contact(s) and local authorities, assessment of incident needs, development of response plan, locating/securing trained clinicians, printed materials for employees, evaluation and follow-up (24/7 onsite response within 2 hours of call).

\$250-\$450/hour ⁽³⁾

Conflict Mediation – Communication with involved parties, assessment of situation, recommendations for response, onsite consultation, counselor-led mediation session and follow-up.

\$250/hour

Employee Health Fairs/Other Onsite Representation – Includes BHS representative, promotional material (magnets, pens, etc.), resource information and brochures.

\$150/hour

Employee Wallet Cards/Member Guides/Promotional Materials

As quoted

Online Work/Life – Online work/life service which includes unlimited access to a comprehensive website with searchable databases and education materials (topics include, but not limited to: Child Care, Adult Care, Adoption Assistance, Education Assistance, Health and Well-Being and Daily Living).

No Charge

Employee Wellness Program – Full complement of wellness-related services. Refer to Wellness Program details.

As quoted

Telephone Management Consultation – (one hour per incident)

No charge

Management Support Other – Upon client request/court order re employee/client legal action: records review, deposition preparation, testimony appearance, subpoena response, external legal counsel, consultation with client.

\$200/hour
(plus OOP reimbursement)

Statistical Reporting – Standard BHS quarterly reports detailing utilization, referral source, costs, etc.

No charge for Standard; \$200/hr. non-standard

SUPERVISORY SERVICES

Supervisory Follow-up (incident-specific) – Meetings with supervisors to assist in problem resolution, quality assurance procedures, etc.

\$250/hour

Manager/Supervisory Training – Initial/on-going training/workshops focusing on implementation of the EAP, how to identify a troubled employee, confrontation techniques, or other topic-specific training; includes all customized presentation materials (training outline, participant handouts, overhead/PowerPoint slides), locating/scheduling providers, participant certificates and evaluations, confirmation letters, and evaluation results.

\$350 and up ⁽⁴⁾

Peer Support/Focus Groups

\$250/hour

SUPERVISORY REFERRALS

Supervisory Referral Initial Patient Consult/Treatment Plan Development

Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral. \$ 250 per intake

Pre-Certification Screenings/Case Management – In concert with employer’s utilization review procedures, determines/recommends need for residential/inpatient/outpatient treatment and assists in referral process. \$100/hour

Supervisory Referral BHS Gatekeeping/Assessment
Includes face-to-face assessment. Evaluation performed by a clinical Psychologist or Masters prepared therapist as deemed appropriate. (May include minimal psychological testing as needed.) \$ 185/hr (non-MD)

Supervisory Referral PPO Network Access (Inpatient /PHP/IOP)
(Per episode of care) \$1,500
Access to BHS PPO network/facility rate savings; new provider identification/negotiation/credentialing; open network provider requests; case-specific agreements; emergency facility affiliations; new location network development.

Supervisory Referral Short-term Counseling Services
Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional.

Individual therapy (non-MD) \$ 130
Interactive Complexity Add-on Code (2013 APA) \$ 25 – 50
Psychiatric Add-on Code (2013 APA) \$50 – 100

Lab/Testing/Neuropsych/ECT/ER/Transportation/Non-PPO OP Services ≤ UCR, QPA or as negotiated

DOT SA and Return to Work Evaluations \$250-450 per hour

EMPLOYEE SERVICES (OTHER)

Employee Workshops (Groups up to 50) – Includes all customized presentation materials: workshop outline, participant handouts, overhead PowerPoint presentation, location/scheduling providers, participants certificates and evaluation, confirmation letter, and evaluation results. \$350 and up ⁽⁴⁾

Downsizing/Outpatient Counseling – Includes onsite counselor(s) for group or individual counseling, written materials, resource information, and follow-up. \$200/hour

Employee Orientation (Groups up to 100) – Employee in-services to inform all employees of EAP benefits. \$350 and up ⁽⁴⁾

Employee Awareness and Education – On-going distribution of posters, payroll stuffers, newsletter articles and employee letters related to EAP benefits. As quoted

Online Training Programs – A series of discipline-specific training sessions designed to maintain requirements for CEU credit(s). As quoted

NOTIFICATION POLICY: There may be an additional fee of \$100 per hour for any employer onsite service that is requested with less than 72 hours’ notice (non-critical incident).

CANCELLATION POLICY: A cancellation fee may be billed for any onsite service(s) canceled with less than 72 hours’ notice.

(1) Travel expenses shall be billed separately, as applicable.
(2) On a case-specific basis, additional charges may apply to ensure prompt treatment referrals in certain geographic or specialty areas where low provider availability/extended wait times exist.
(3) Prices may vary depending upon type of crisis, location, number of counselors needed to respond, and date/time onsite services are requested.
(4) Fee variables include: new topic design vs. inventoried, resources req'd, # participants, location, advance notice period, etc.

BEHAVIORAL HEALTH SYSTEMS, INC.

EMPLOYEE ASSISTANCE PLAN COVERED CONDITIONS FOR CITY OF MADISON, ALABAMA

Covered Services and Conditions:

The following constitute covered mental health or substance abuse services or conditions when approved by BHS and provided to eligible persons:

- A. Assessment, counseling and treatment rendered in connection with disorders and conditions classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) categories 291.0 – 314.01 and V Codes, and corresponding ICD-10-CM codes, except as otherwise excluded below.
- B. Covered treatment, care or services rendered by a licensed, BHS-affiliated provider, and approved by BHS for the type of service being rendered.
- C. Initial assessment/other psychological diagnostic services for the purpose of diagnosing a mental health or substance abuse condition.
- D. Assessment or treatment conducted via telephone, or other form of digital information and communication technology.
- E. Smoking cessation.

Non-Covered Services and Conditions:

The following generally **do not** constitute covered mental health or substance abuse services and conditions, unless shown to be required by federal or state law or regulation:

- A. Educational and evaluative: Services related to specific learning disabilities, intellectual disability, academic achievement, or any evaluation/testing which schools are required to provide under federal and state laws. Speech and occupational therapy. Services to establish functional capacity related to medical conditions.
- B. Administrative, legal, and judicial: Evaluation done as part of any legal proceedings. Records review and report preparation. Services required to obtain or maintain employment or professional licensure, or to determine disability. Assessment while confined in a jail or prison, or when the primary problem is related to illegal or criminal behavior. Evaluation required for approval of elective surgery or other medical procedures.
- C. Self-care and improvement: Dietary management and weight loss. Retreats, seminars or classes. Biofeedback. Art, music and animal therapy, and any form of holistic therapy.
- D. Other:
 1. Assessment/care rendered to a patient while under the influence of alcohol or other substances.
 2. Psychiatric evaluation, medication evaluation, medication management or any other services provided by a physician (psychiatrist), physician assistant (P.A.) or nurse practitioner.
 3. Psychological and neuropsychological testing.
 4. Services for which the patient is not obligated to pay, or for which there would be no charge if the patient had no EAP benefits.
 5. Treatment or services received after the date the member's EAP benefit eligibility has ended. In instances where a member is eligible for but has not yet elected COBRA, payment of benefits will not occur until COBRA continuation and benefit eligibility is confirmed.
 6. Claims received after a period of 12 months from the date treatment or services were rendered, except as otherwise required by the plan.
 7. Charges for missed provider appointments.

BEHAVIORAL HEALTH SYSTEMS, INC.
EMPLOYEE ASSISTANCE PROGRAM SUMMARY FOR
CITY OF MADISON, ALABAMA

BHS Exclusive Provider Network
Coverage for All In-Network Qualified/Licensed Professionals
Confidential Services

EMPLOYEE ASSISTANCE PROGRAM

- All employees and dependents may receive up to ten (10) visits/consults at no charge each year when BHS PPO Network is Used
- Coverage for all In-Network Qualified/Licensed Professionals
- May be used for Legal and Financial Consultation, Elder Care Guidance, as well as Assessment and Counseling for other Individual and Family Issues

EAP ADVANTAGES

- Access to the BHS national provider network (including LPCs, LCSWs and PHDs)
- Dedicated Master's-Level BHS Care Coordinator
- Initial appointment scheduling
- In-Person, Digital and Virtual Care Available
- 24 Hours a Day, 7 Days a Week Access
- BHS A.S.S.I.S.T. Online Work/Life Resources (includes eldercare and childcare locators and videos, articles, forms and assessments on a variety of topics)

BEHAVIORAL HEALTH SYSTEMS, INC.
BUSINESS ASSOCIATE AGREEMENT FOR
CITY OF MADISON, ALABAMA

WHEREAS, Client is the sponsor of the Benefit Plan, a covered entity under the Health Insurance Portability and Accountability Act of 1996, as well as all regulations and administrative instructions relating thereto, including without limitation those found at 45 CFR Parts 160, 162, and 164, and any subsequent acts or regulations, as the same may be amended from time to time (collectively, the “HIPAA Mandates”); and

WHEREAS, pursuant to the Agreement, Client delegates to BHS, as a business associate of the Benefit Plan, the Benefit Plan’s obligations for accepting and transmitting standard electronic transactions relative to Covered Services and for protecting the privacy of Information under the HIPAA Mandates; and

WHEREAS, as a result of said delegation, BHS will have access to, create, receive, maintain, transmit, and/or use certain Information, including Electronic Information, that is confidential and must be afforded special treatment and protection; and

WHEREAS, Client, as Benefit Plan sponsor, will have access to, use and/or receive from BHS certain Information that can be used or disclosed only in accordance with this Amendment and the HIPAA Privacy Regulations;

NOW THEREFORE, Client and BHS agree as set forth below:

1. Definitions

- 1.01 **HIPAA Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Parts 160 and 164, Subparts A and E, as the same may be amended from time to time.
- 1.02 **Breach** shall have the same meaning as the term “breach” is defined by 45 CFR 164.402.
- 1.03 **Effective Date** shall mean the later of (i) September 23, 2013; (ii) the effective or renewal date of the Agreement; or (iii) such later date as may be prescribed by the HIPAA Mandates.
- 1.04 **Electronic Information** shall have the same meaning as the term “electronic protected health information” is defined by 45 CFR 160.103.
- 1.05 **Individual** shall mean the Covered Person who is the subject of the Information, and has the same meaning as the term "individual" is defined by 45 CFR 160.103. It shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.06 **Information** shall mean any "protected health information" created, received, maintained, transmitted, used and/or disclosed by BHS on behalf of Client and Benefit Plan, and that may be subsequently provided and/or made available by BHS to Client, and has the same meaning as the term "protected health information" is defined by 45 CFR 160.103.
- 1.07 **Law Enforcement Official** shall have the same meaning as the term “law enforcement official” is defined by 45 CFR 164.103.
- 1.08 **Required by Law** shall have the same meaning as the term “required by law” is defined by 45 CFR 164.103.

- 1.09 **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.10 **Security Incident** shall have the same meaning as the term "security incident" is defined by 45 CFR 164.304; provided, however, that certain low risk attempts to breach a system shall not constitute a Security Incident under this Addendum, provided that such attempts do not result in an actual or suspected Breach of Unsecured Information and remain within the normal incident level experienced by BHS. Such low risk attempts include pings on a system's firewall, port scans, attempts to log onto a system or enter a database thereon with an invalid password or username, and denial-of-service attacks that do not result in a system server being taken off line.
- 1.11 **Unsecured Information** shall have the same meaning as the term "unsecured protected health information" is defined by 45 CFR 164.402.

2. Responsibilities of Client

- 2.01 Client agrees not to request BHS to use or disclose Information in any manner that would not be permissible under the HIPAA Privacy Rule if done by Benefit Plan, except as provided in section 3.02.
- 2.02 In order to ensure the privacy of Information of Individuals and allow BHS to disclose Information to Client on behalf of the Benefit Plan, Client has amended its Benefit Plan documents as required by the HIPAA Privacy Rule, including establishing the permitted and required uses and disclosures of Information by the Client, provided that such permitted and required uses and disclosures may not be inconsistent with said Rule, and providing for adequate separation between the Client and the Benefit Plan.

3. Responsibilities of BHS

- 3.01 The parties hereby agree that BHS shall be permitted to use and/or disclose Information provided or made available to BHS only for purposes expressed in the Agreement; provided, however, that such use and/or disclosure would not violate the HIPAA Privacy Rule, or as expressly permitted or required by this Addendum and the HIPAA Privacy Rule. BHS agrees to make uses and disclosures and requests for Information consistent with minimum necessary requirements.
- 3.02 In addition to the purposes for which BHS may use or disclose Information described in section 3.01, BHS may use or disclose Information provided or made available to BHS for the following additional purpose(s):
1. BHS is permitted to use and disclose Information if necessary for the proper management and administration of BHS or to carry out legal responsibilities of BHS, provided, however, that any disclosure made by BHS pursuant to this section must (i) be Required By Law, or (ii) occur only after BHS has obtained reasonable assurances from the person to whom the Information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was

disclosed to the person, and the person agrees to notify BHS of any instances of which it becomes aware in which the confidentiality of the Information has been breached.

2. BHS is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of Benefit Plan.
3. BHS may use Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

3.03 BHS further agrees:

1. Not to use or further disclose the Information other than as permitted or required by this Addendum or as Required by Law;
2. To use appropriate safeguards, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Information, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Information to prevent use or disclosure of the Information other than as provided for by the Agreement;
3. To report to Client any use or disclosure of the Information not provided for by the Agreement of which it becomes aware including Breaches of Unsecured Information and any Security Incident of which BHS becomes aware;
4. To mitigate, to the extent practicable, any harmful effect that is known to BHS from the use or disclosure of Information in a manner contrary to this Addendum or the HIPAA Privacy Rules;
5. To ensure that any subcontractor that creates, receives, maintains, or transmits Information on behalf of BHS agrees to the same restrictions, conditions, and requirements that apply through this Addendum to BHS with respect to the Information;
6. To facilitate any and all requests, whether from the Individual or from the Benefit Plan on behalf of the Individual, to make available to the Individual, or the Individual's designee, access to his or her Information in accordance with the HIPAA Privacy Rule;
7. To facilitate any and all requests, whether from the Individual or from the Benefit Plan on behalf of the Individual, to make available to the Individual his or her Information for amendment, and incorporate any amendments in accordance with the HIPAA Privacy Rule;
8. To facilitate any and all requests, whether from the Individual or from the Benefit Plan on behalf of the Individual, to make available the information required to provide an accounting of disclosures in accordance with the HIPAA Privacy Rule;
9. To the extent BHS is to carry out one or more of Client's obligations under the HIPAA Privacy Rule, comply with the requirements of said regulations that apply to Client in the performance of said obligations;
10. To make its internal practices, books, and records relating to the use and disclosure of Information received from, or created or received on behalf of, Client available to Client or the Secretary for purposes of determining compliance with federal privacy regulations;
11. At termination of the Agreement, if feasible, to return or destroy all Information received from, or created or maintained or received on behalf of, Client that BHS still maintains in any form and retain no copies of such Information when no longer needed

for the purpose for which disclosure was made. If not feasible, BHS agrees to extend the protections of this Addendum to the Information and limit further uses and disclosures to those purposes that make the return or destruction of the Information infeasible;

12. In the event BHS determines a Breach has occurred, to notify Client of said Breach without unreasonable delay and in no case later than sixty (60) days after discovery of said Breach. To the extent possible, BHS shall notify Client of the identification of each Individual whose Unsecured Information has been, or is reasonably believed by BHS to have been, accessed, acquired, used, or disclosed during the Breach. BHS shall provide Client with other available information that Client is required to include in notification to the Individual, at the time of notice or promptly thereafter as information becomes available. BHS may delay notification to Client as requested in writing by a Law Enforcement Official, or temporarily for up to thirty (30) days as requested orally by such official.

4. Termination

- 4.01 Either party may terminate the Agreement upon thirty (30) days written notice if the terminating party determines that the other party has violated a material term of this Addendum or the HIPAA Privacy Rule, and the other party fails to take reasonable steps within the notice period to cure the non-compliance.
- 4.02 If neither termination nor cure is possible, BHS shall report the violation to the Secretary.
- 4.03 Client and BHS hereby acknowledge that return or destruction of Information at the time the Agreement is terminated is infeasible. Therefore, BHS shall extend the protection of this Addendum to such Information and limit further uses and disclosures of such Information to those purposes that make the return or destruction infeasible, for so long as BHS maintains such Information.

5. Miscellaneous

- 5.01 A reference in this Addendum to a section in the HIPAA Mandates means the section as in effect or as amended.
- 5.02 BHS and Client agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Mandates or any other applicable law or regulation.
- 5.03 The respective rights and obligations of BHS under sections 3.01, 3.02, 3.03, and 4.03 of this Addendum shall survive the termination of the Agreement.
- 5.04 Any ambiguity in this Addendum shall be resolved to permit compliance with the HIPAA Mandates.

RESOLUTION NO. 2024-092-R

A RESOLUTION AUTHORIZING A PROFESSIONAL CONTRACTOR SERVICES AGREEMENT FOR FIRST RESPONDER WELLNESS SUPPORT

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Stacy Thomas, M.S., A.L.C., to provide professional wellness and counseling support for City of Madison first responder personnel in the police and fire departments, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Contractor Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Stacy Thomas in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of March 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of March 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT for professional contractor services (“Agreement”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Stacy Thomas, M.S., A.L.C., located at _____, Madison, Alabama _____, hereinafter referred to as “Contractor.”

WHEREAS, Contractor, after serving as a Police Officer and Detective in the Madison Police Department, will retire from service effective May 1, 2024; and

WHEREAS, with help from the City’s tuition assistance program, Contractor earned a Master’s Degree in Clinical Mental Health; and

WHEREAS, the Human Resources Department desires to improve its Employee Assistance Program by retaining an in-house counselor to provide wellness support for first responders, to assist with training for all City employees, and to act as a liaison between the City and its other employee assistance providers; and

WHEREAS, Contractor is a unique provider of such services, and she possesses the experience and qualifications necessary to offer the same to the City; and

WHEREAS, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

- 1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services under the direction of the Director of Human Resources and in coordination with the Police Chief and Fire Chief:
 - A. First responder wellness checks, counseling support, and therapy referrals;
 - B. Regular lunch and learn sessions for first responders;
 - C. Group therapy sessions for first responders;
 - D. Critical Incident response and support for involved employees and first responders; and
 - E. Assistance with Human Resources Department training for all City employees.
- 2. **PAYMENT FOR SERVICES; EFFECT ON RETIREMENT:** City agrees to pay, and Contractor agrees to accept, a sum not to exceed thirty-eight thousand dollars (\$38,000) throughout the term for the services described in Section 1 of the Agreement. This sum

shall be payable in monthly installments of three thousand one hundred sixty-seven dollars (\$3,167.00) per month. The parties acknowledge that compensation paid in any calendar year shall not exceed RSA’s earnings limitation, prorated by month for said year.

a. Contractor shall not be compensated for training, meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Human Resources.

b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.

c. Contractor shall invoice the City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:

1. The date the services were rendered.
2. A short description of the services performed.
3. The hours required to perform such services.
4. Contractor shall submit each invoice not later than the fifth (5th) day of the month next following the month during which the services were rendered.
5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.

d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on eligibility for or receipt of retirement benefits of any kind.

e. Contractor’s work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama (“ERS”) regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor’s sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

f. City agrees to provide office space and conference room access for the provision of the scope of services.

g. City agrees to provide a City-issued cell phone to Contractor for the provision of the scope of services.

3. ENTIRE AGREEMENT; NON-WAIVER

This Agreement constitutes the entire agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of City and Contractor. This Agreement supersedes all

other agreements, whether oral or written, which may have previously existed between the parties.

4. EFFECTIVE DATE; TERM

This Agreement shall become effective on June 1, 2024, and continue for a term of one year. Upon mutual written agreement of Contractor and City, the term of this Agreement may be extended.

5. TERMINATION

a. Either party may terminate this Agreement with or without cause upon ninety (90) days’ written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the Contractor shall not be or be deemed to be an employee of the City nor shall she be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose her work hours.

7. INDEMNIFICATION & INSURANCE

Contractor agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney’s fees, which arise out of or are in any way connected with the Contractor’s performance of her obligations under this agreement. Contractor will maintain professional liability insurance during the term of this agreement and will provide a copy to City upon the commencement of the term.

8. ASSIGNMENT OF CONTRACT

Consultant may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

9. GOVERNING LAW

The laws of the State of Alabama shall govern this Agreement.

10. NOTICES

All notices to City shall be addressed to:

All notices addressed to Consultant shall be addressed to:

City of Madison
Human Resources Department
100 Hughes Road
Madison, Alabama 35758

Stacy Thomas

Madison, Alabama 35756

With a copy to:
City Attorney
Legal Department
100 Hughes Road
Madison, AL 35758

11. SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

12. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with the law, decree, or order of any governmental agency or of any judicial, legislative, or executive authority, whether the same shall be local, state or federal in origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever, said reason not within the control of the party whose performance is interfered with and which, by the exercise of

reasonable diligence, said party is unable to prevent, the party so hindered may, at its option, suspend without liability, the performance of its obligations hereunder.

IN WITNESS WHEREOF, the undersigned hereby affirm that they have the authority to execute this Agreement on behalf of the respective parties for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**CITY OF MADISON, ALABAMA,
a municipal corporation**

ATTEST:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer of the City of Madison, Alabama, respectively, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the date the same bears date.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

Stacy Thomas, Contractor

Stacy Thomas

Date

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Stacy Thomas, whose name is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and the official seal this _____ day of _____, 2024.

Notary Public

RESOLUTION NO. 2024-094-R**A RESOLUTION AUTHORIZING AN AMENDED RENEWAL OF THE AGREEMENT WITH HUNTSVILLE UTILITIES FOR STREETLIGHT MAINTENANCE**

WHEREAS, the City Council of the City of Madison, Alabama (“the City Council”) unanimously adopted Resolution No. 2021-01-R Authorizing Energy Service Agreement with NORESCO, LLC on February 8, 2021, for the first phase of a project to place updated streetlights throughout the City; and

WHEREAS, to achieve the desired energy cost savings, the City entered into an agreement with the City of Huntsville, a municipal corporation in the State of Alabama, d/b/a Huntsville Utilities (“Huntsville Utilities”) for the maintenance of the City’s streetlights; and

WHEREAS, “[t]he Attorney General [of Alabama] has ruled on numerous occasions that the Competitive Bid Law governing purchases by state or local agencies is not operative whenever two governmental entities contract with one another,” see Opinion of the Attorney General to Tandy D. Little, Jr., Administrator for the Alabama Alcoholic Beverage Control Board, dated January 4, 1991, ALA. A.G. OP. NO. 91-00131 (citing Opinion of the Attorney General to William H. Brigham, Esquire, City Attorney for the City of Mobile, dated January 7, 1977; Quarterly Report of the Attorney General, Vol. 172, p. 16); and

WHEREAS, upon renewal of this agreement for the second-year term, Huntsville Utilities has requested that its labor costs be updated to include a three percent (3%) increase in pay awarded to its employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

- a. The Mayor is hereby authorized to enter into the “AMENDED RENEWAL CONTRACT FOR THE CITY OF MADISON, AL FOR STREETLIGHT MAINTENANCE,” the form of which has been available for review by the City Council prior to this meeting, or in such other form that the Mayor deems in the best interests of the City, and the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and
- b. Except for the extension or cancellation of the resulting agreements with Huntsville Utilities authorized by this Resolution, the Mayor or his designee shall be hereby authorized for the entire term of the agreements to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

- c. Upon request and notification from the appropriate department that the terms of the agreements with Huntsville Utilities authorized by this Resolution preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Huntsville Utilities in the amount(s) and manner set forth in the agreements authorized by passage of this resolution.

READ, APPROVED AND ADOPTED this 25th day of March 2024.

*Ranae Bartlett, President
Madison City Council
City of Madison, Alabama*

ATTEST:

*Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama*

ADOPTED this _____ day of March 2024.

*Paul Finley, Mayor
City of Madison, Alabama*

**AMENDED RENEWAL OF
CONTRACT FOR
THE CITY OF MADISON, AL
FOR
STREETLIGHT MAINTENANCE**

A. Background and Intent

The City of Madison, Alabama, a municipal corporation (the "City") is contracting with The City of Huntsville, a municipal corporation in the State of Alabama, d/b/a Huntsville Utilities ("HU") at 112 Spragins Street NW, Huntsville, AL 35801, for maintaining like materials needed for streetlight maintenance, repair, maintenance, replacement and new installation (as needed) of the City's streetlight system, the details of which are in Section C below ("Scope of Services"). This Agreement does not obligate HU to perform the initial installation of LED streetlights or to replace existing, properly functioning streetlights. The City's streetlight system currently consists of approximately 3,811 streetlight fixtures and approximately 2,179 streetlight poles, most of which are owned by HU. The City's current make up of streetlight fixtures is shown in Table 1 below.

Table 1: Quantities & Types of Streetlight Fixtures

Arlington	52
Barn Style	2,047
Cobra	667
Flood	15
Granville	78
High Mast	14
Mongoose	83
Other	2
Post Top	7
Shoebox	22
Town & Country	884
Total	3,871

A detailed inventory of the fixtures is provided in Attachment A: Line by Line Streetlight Inventory.

B. Qualifications

HU certifies that they have the following qualifications to maintain the streetlights for the City.

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services,
- b. A proven track record in providing these types of or similar services, as those set forth in the Scope of Services,
- c. Adequate staff/employees to complete the work in a timely manner, and
- d. Knowledge of, and compliance with, all applicable federal and State laws and regulations governing the services.

City of Madison - Public Works Department

- e. Knowledge of, and compliance with all applicable requirements and regulations governing streetlight fixture and pole repair, maintenance, replacement and new installations.
- f. HU shall own and operate equipment required to perform streetlight maintenance, service and installation including, but not limited to aerial lift equipment (bucket truck) with a forty (40) foot reach.
- g. HU shall employ personnel with a valid Commercial Driver's License (CDL) and a clean driving record.

2. Insurance Requirements:

HU shall not allow any subcontractor to commence work pursuant to this contract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance requirements for any contractors or subcontractors that HU employs for work under this Agreement shall be required to have the insurance coverages outlined on Attachment B to this agreement. HU's insurance coverage shall be equal to or exceed their current insurance coverages, as described on Attachment C.

C. Scope of Services

For all services performed under this Agreement, HU will charge the City according to the rates established by Exhibit A of this Agreement.

HU will maintain like materials needed for streetlight maintenance, perform maintenance, repairs, replacement and new installation to streetlight equipment owned by the City.

HU shall use only luminaries, mounting brackets, poles and accessories, etc. that meet City standards and are approved by the City.

HU shall utilize a computerized work management system. The system will be used to record, schedule and coordinate all maintenance and to prepare reports of all work performed on a minimum monthly basis. Except in cases of emergency or in instances that could affect the health or safety of persons or property, all work orders for which the City would be liable exceeding Five Hundred Dollars (\$500.00) must be pre-approved in writing by an authorized representative of the City before the work is commenced.

HU shall use a system to report any concerns determined to be the responsibility of the manufacturer of the LED lights directly to the manufacturer and monitor such repairs.

HU must have the ability to respond to emergency situations and shall use reasonable efforts to respond to repair, maintenance, and service requests timely. HU will prioritize those requests as it deems appropriate, but to the extent reasonably possible, it will incorporate priorities requested by the City, including but not limited to areas related to key infrastructure and government facilities.

Below is an inventory of part numbers of the planned LED replacements. HU shall keep an inventory of the following, or equivalent, materials required to provide the required services to the City of Madison. This inventory shall include, but not be limited to, replacement LED fixtures, photocells and drivers consistent with the maintenance service and repairs identified in this contract. In addition, HU shall maintain an inventory of poles.

City of Madison - Public Works Department

Model	Acuity Part Number
Arlington	WFCL2P3040KMVOLTFC3BKSKPR7PCLLN2X2
Barn Style	ATB0P205MVOL TR3MPNLP7PCLL
Barn Style	ATBMICP104MVOLTR3MPNLP7PCLL
Cobra	ATB0P205MVOLTR3MPNLP7PCLL
Cobra	ATB0P453MVOLTR3MPNLP7PCLL
Cobra	ATBMICP104MVOLTR3MPNLP7PCLL
Cobra	ATBMICP154MVOLTR3MPNLP7PCLL
Flood	ACP1P50MVOLT55TMMPP7PCLL0643NL
Granville	GVD3P3040KMVOLTMSSGL3LUBKSTTBKPR7PCLLN2X2
High Mast	HMLED4P140KMVOLTHGRAWPR7PCLL
Mongoose	MGLEDMP140KMVOLTMRVHGRSDPCLLNLP7
Mongoose	MGLEDMP540KMVOLTMRVHGRSDPCLLNLP7
Post Top	WFCL2P3040KMVOLTFC3BKSKPR7PCLLN2X2
Shoebox	ATBMICP104MVOLTR3MPNLP7PCLL UMS-BK
Town & Country	247LP45AS40KR3AYXLP7PCLLN2X2

For all street lighting components under warranty requiring replacement, HU shall be responsible for contacting the warranty provider and for coordinating all aspects of the warranty replacement process. Ultimate resolution of any disputes relating to warranty claims shall be the sole responsibility of the City, including but not limited to litigation of any such claims.

Safety of persons and property in and around areas where HU is performing under this contract shall be a shared responsibility by HU and the City as expressly provided for herein. HU will use commercially reasonable efforts to minimize risks to persons or property. If traffic control is required, it will be the responsibility of the City to arrange for appropriate measures and assistance. The City shall provide traffic control at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the City may order for the control and direction of vehicular traffic and pedestrians.

Traffic control shall be provided by off-duty City of Madison Police Officers who shall be paid by the City or other APOST certified law enforcement officers of the City's choosing. If a uniformed officer is not required, HU shall, at its sole expense, provide a trained flagman to provide traffic control.

D. Agreement Period

The term of the contract is one (1) year from the effective date of the contract. The City and HU, by mutual agreement, may renew the contract for up to one (one) additional, one-year period. The City reserves the right to terminate the contract at any time. If the City terminates the contract, the City shall pay to HU the amount due for costs and services rendered, up to the date of termination of the contract, within 30 days of receiving the final invoice from HU. Additionally, the Parties agree to negotiate in good faith regarding payment to HU for the value of inventory acquired and held by HU for use under the terms of the contract and for the City to release any claim on inventory that may be otherwise repurposed by HU.

E. Management

City of Madison - Public Works Department

Work performed under this contract will be managed jointly and through mutual agreement by HU and the Department of Public Works in the City of Madison.

END OF SECTION

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

HUNTSVILLE UTILITIES

ATTEST:

By _____

Print name: _____

Its: _____

CITY OF MADISON, ALABAMA

ATTEST:

By _____

Paul Finley

Its: Mayor

City of Madison - Public Works Department

PRICES AND RATES

(Exhibit A)

Position	2024 Labor Rate
Electric Engineering Services Supervisor	\$ 110.21
Right of Way Supervisor	\$ 90.64
Line Clearance Coordinator	\$ 67.98
Line Clearance Supervisor	\$ 94.76
Electric Manager	\$ 110.21
Apprentice Lineworker	\$ 60.77
Journeyman	\$ 76.22
Lead Lineworker	\$ 79.31
Electric Utility Worker	\$ 45.32
Engineering Aide 3	\$ 67.98
Engineer 1	\$ 85.49
Engineer 2	\$ 105.06
Engineer Manager	\$ 110.21
Service Coordinator Lead	\$ 65.92
Service Coordinator	\$ 49.44

Vehicle/Equipment	Equipment Watch Hourly Rate
International Digger	\$ 107.79
Dump Bed Truck	\$ 53.86
Backhoe/Bobcat	\$ 77.10
48' Material Handling Bucket Truck	\$ 89.11
Pickup	\$ 42.13
Digger Derrick	\$ 40.64
Pole Trailer	\$ 39.02
60' Material Handling Bucket Truck	\$ 92.45

Materials will be charged at actual cost plus 15% to cover material acquisition and warehousing cost. All invoices will include a 10% margin add to the total cost.