REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Solid Waste Authority Meeting 10/17/2023
2. Regular Council Meeting 10/17/2023
3. Committee of the Whole 10/17/2023
4. Work Session 10/24/2023

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing execution of an intergovernmental agreement with the South Alabama Purchasing Association. (RE)
2. Resolution authorizing the execution of an amended implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project. (PW/NW)
3. Resolution establishing a schedule of dates for the Municipal Court of the City of Orange Beach. (PD/JL)

4. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. (RE)

5. Resolution authorizing execution of a change order with R&B Contracting Company, Inc., for the Sewer Force Main Canal Road to CR-12 Project in an amount not to exceed $80,722. (NW/RE)

6. Resolution authorizing execution of an Employee Assistance Program Agreement with New Directions Behavioral Health, L.L.C. (VP)

7. Resolution approving the Fiscal Year 2024 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. (FH)

8. Resolution authorizing execution of a mutual aid agreement with Lifeguard Ambulance Services, LLC, dba Medstar EMS, for the Fire Department. (JS)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

MINUTES OF THE
ORANGE BEACH SOLID WASTE AUTHORITY
OCTOBER 17, 2023 – 4:45 P.M.
CITY HALL – COUNCIL CHAMBERS

I. CALL TO ORDER Mayor Kennon called the meeting to order at 4:46 P.M.

II. ROLL CALL

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

Absent: None

There being a quorum present, the meeting was opened for the transaction of business.

III. CONSIDERATION OF AGENDA

Motion made (Johnson/Blalock) to approve the agenda as presented. Vote unanimous in favor.

IV. NEW BUSINESS

1. <u>Approval of a 5.0% rate increase by BFI Waste Services, LLC, dba Republic Services, for 2024.</u> **Motion made (Johnson/Blalock) to approve the rate increase.** Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**
2. <u>Approval of a contract renewal with BFI Waste Services, LLC, dba Republic Services, through December 31, 2025.</u> **Motion made (Silvers/Mitchell) to approve the rate increase.** Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

V. ADJOURN

There being no further business to come before the council, motion made (Blalock/Mitchell) to adjourn. Vote unanimous in favor

Time: 4:47 P.M.

APPROVED this the 14th day of November, 2023.

Renee Eberly
City Clerk

MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 17, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 4:58 P.M.

II. INVOCATION Pastor Barry Britt, Oasis Church at the Wharf

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

Absent: None

V. CONSIDERATION OF AGENDA

Motion made (Silvers/Blalock) to approve the agenda as written. Vote unanimous in favor. **Motion passed.**

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting	09/12/2023
Committee of the Whole	09/12/2023

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

1. City Administrator – Ford Handley — No report.
2. Director, Public Works – Tim Tucker — No report.
3. Director, Community Development – Kit Alexander — No report.
4. Chief, Police Department – Steve Brown — No report.
5. Chief, Fire Department – Jeff Smith — No report.
6. City Clerk – Renee Eberly — No report.
7. Director, Finance – Ford Handley — No report.
8. Parks & Recreation – Ford Handley — No report.
9. Director, Utilities – Jeff Hartley — No report.
10. Director, Coastal Resources – Phillip West — No report.
11. Librarian, Public Library – Meagan Bing — No report.
12. Director, Municipal Court – Pam Davis — No report.
13. Director, Expect Excellence – Jonathan Langston — No report.
14. Mayor/Council

Councilmember Johnson welcomed the Coastal Alabama Leadership League (CALL). Yo Johnson praised the inaugural participants of this new Chamber of Commerce program.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

Motion made (Mitchell/Boyd) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout, to Rolin Construction, Inc., in an amount not to exceed $720,000. **Motion made (Silvers/Boyd) to postpone consideration until the next council meeting on November 7th.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution appropriating funds to the Orange Beach Board of Education to support an Athletic Complex capital construction project in an amount not to exceed $46,162,000. **Motion made (Johnson/Silvers) to adopt the resolution.** Discussion followed. Council Chambers was at maximum capacity with students, parents, and coaches. Mayor Kennon opened the floor for public comments.

   Robert Stuart, resident, grandfather, and School Board member, spoke in favor of the project.

   David McLain, coach, spoke in favor of the project.

   Matt Fetner, resident and parent, spoke in favor of the project.

   Kristie Wheeles, Gulf Shores resident, spoke in favor of the project.

   Wendy VanderWiele, resident, asked if the project can be built in phases and if any money is coming from the school budget. Mayor Kennon responded that costs become higher and less efficient with phased construction and that the school's operation budget will not be affected.

   Councilmember Boyd spoke about the history behind the split from county to city school system. He explained his difficult decision process in analyzing the cost of the project versus other ways the money could be spent. He stated his concerns with a possible downturn in the economy and rising insurance expenses. He also spoke about community pride, support for Orange Beach Middle and High School Principal Shaw, and focus on academics.

   Councilmember Silvers validated Councilmember Boyd's comments. He also shared that Council has discussed a payback or contribution arrangement from the School Board, but Council has decided to not reduce any funding that might go towards academics.

   Councilmember Mitchell stated that nothing Council does is a "slam dunk." She stated that the city has between 8,000 and 9,000 residents and that the city's money is for all citizens, not just the school. She stated that residents without students are worried about the financial impact, and that it is difficult to judge this amount of money.

Councilmember Johnson stated that he is a “big picture person.” He spoke about the separation from Baldwin County, and the vision of excellence in academics, athletics, and the arts. He stated that his goal is for Orange Beach to be in the top five schools in the State, and that the School Board is working to provide access for all things, so that students have options upon graduation, whether that be college, joining the military, or entrepreneurship. He feels that the time is right to move forward with this project.

Kathryn Lowery, resident and parent, spoke in favor of the project.

Mike Smith, resident, spoke in favor of the project.

Mayor Kennon stated that concern about spending $46 million is valid, but data shows a link between quality extracurricular programming and improved academics. He explained that the city has produced a surplus every year since his election in 2008, to the point where the city was debt free a few years ago. He stated that the city can afford this project. He further explained that the school currently has no track, weight training is located in a storage room, and leaving out any part of the proposed athletic complex to save a few million dollars does not achieve the ultimate goal of providing facilities for all programming. He stated that the money that the city has borrowed for the purpose of the school is relatively low compared to neighboring cities, and that the value will come back in property values as the school becomes a draw.

Councilmember Silvers asked the Finance Director to give a snapshot of the city’s current financial position. Ford Handley, City Administrator and Finance Director, stated that the city currently has over $80 million in reserves, which is enough to cover a year of expenses with no revenue. He stated that the cost of this project will not affect operations for the city or the school. Mayor Kennon added that there is enough money for a slate of capital projects that serve all citizens. He stated that no one will suffer.

Councilmember Blalock asked if the School Board has a reserve account. Ford responded that the School Board’s reserve account is low, but that the additional 2% in lodgings tax revenue will allow the school to build up a reserve over time. Mayor Kennon added that the 3% increase in lodgings tax was staggered in implementation so the extra revenue is only just now being received. He also stated that the school has room to grown, out-of-district student population will be limited, and no physical separation of the middle and high school will be required.

Councilmember Blalock also asked about potential change orders, which would increase the cost of the project. Mayor Kennon stated that no change orders are anticipated, but any change orders would be subject to Council approval.

Councilmember Blalock asked about the new facilities’ impact on the school’s operating budget with consideration for costs such as utilities, insurance, maintenance, and additional staffing. School Superintendent Randy Wilkes responded that all those expenses have been budgeted for 2025, including the cost of furniture.

Councilmember Boyd stated that Council was not given options, and questioned whether the football stadium is redundant. Mayor Kennon responded that planning has been ongoing for the past two years.

Wendy VanderWiele, resident, spoke again in favor of the project.

Mike Smith, resident, spoke again to ask if the new facilities will generate income. Mayor and Council responded that revenue would not be enough to offset capital construction costs.

Ford Handley, Finance Director, explained that any revenue will more likely be used to offset operating costs.

Angel Bennett, resident and business owner, stated that she has no children but is in favor of the project.

Kimberly Waterbury, visitor from Paradise, IN, spoke in favor of the project.

Courtney du Plessis, Fairhope resident, asked what the plan was for an athletic complex when the school split happened. Councilmember Blalock responded that the COVID-19 pandemic delayed the project and the cost came back double afterwards. A question was asked if waiting would increase costs even more.

Mallory Wilkins, resident and parent, spoke in favor of the project.

Tim George, coach, spoke in favor of the project.

Chastity Key, resident and parent, spoke in favor of the project.

Mayor Kennon called for the vote. Vote unanimous in favor. **Motion passed.**

2. <u>Resolution appointing Michael A. Dasinger as Municipal Court Judge for the City of Orange Beach.</u> **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.** Pamela Davis, Court Director, administered the oath of office for Judge Dasinger.

3. <u>Resolution authorizing a franchise renewal for "A" Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service) to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.</u> **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

4. <u>Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., for engineering services.</u> **Motion made (Johnson/Blalock) to adopt the resolution.** Brief discussion followed. Vote unanimous in favor. **Motion passed.**

5. <u>Resolution authorizing the execution of a performance contract with Anne Gajda for golf instruction services.</u> **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

6. <u>Resolution authorizing the execution of two service agreements with the Safe Harbor Animal Coalition (SHAC) for the removal of feral cats from active beach mouse habitats.</u> **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

7. <u>Resolution adopting rental agreements and establishing a schedule of fees for the Coastal Arts Center.</u> **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

8. <u>Resolution appropriating funds to the Pensacola and Perdido Bays Estuary Program in the amount of $10,000.</u> **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

9. <u>Resolution authorizing the sole source purchase to rebuild existing pumps from Jim House & Associates, Inc., for the Utilities Department in the amount of $31,581.</u> **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

10. <u>Resolution authorizing the purchase of Chairs for the Event Center through the BuyBoard purchasing cooperative from MityLite Inc. in the amount of $96,096.</u> **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

11. Resolution awarding the bid for Trap and Skeet Machines for the Shooting Range to Howell Shooting Supplies, Inc., in the amount of $141,756.33. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution awarding the bid for Softball Field Light Installation at the Sportsplex to Harris Contracting Services, Inc., in an amount not to exceed $41,900. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution awarding the bid for Football and Soccer Field Turf Installation at the Sportsplex to Rolin Construction, Inc., in an amount not to exceed $1,252,021.60 with unit pricing for borrow excavation in the amount of $75 per cubic yard. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution awarding the bid for the Community Center Addition and Roof Replacement to The Green-Simmons Company, Inc., in an amount not to exceed $472,000. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

There being no further business to come before the council, motion made (Mitchell/Blalock) to adjourn. Vote unanimous in favor.

Time: 6:21 P.M.

APPROVED this the 14th day of November, 2023.

Renee Eberly
City Clerk

MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 17, 2023 – 6:21 P.M.
CITY HALL – COUNCIL CHAMBERS

The Orange Beach City Council met to review potential items for the November 7, 2023, agenda.

<u>The following members were present:</u>

Mayor Tony Kennon
Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd

<u>The following members were absent:</u>

None

<u>The following items were discussed:</u>

1. Reschedule Council Meeting on November 21, 2023, to November 14, 2023. Council Meeting was rescheduled to November 14, 2023.
2. Resolution awarding the bid for Rosemary Dune Cabins.
3. Resolution awarding the bid for a Softball and Baseball Field House.
4. Resolution awarding the bid for an EBS Rotary Screw Blower Package for the Utilities Department.
5. Resolution authorizing the execution of a professional services agreement with Lexipol, LLC, for the purpose of updating the Orange Beach Fire Department Policy Manual.
6. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in the amount of $88,810.
7. Resolution authorizing execution of a performance agreement with the Garner C. Tampary Memorial Foundation, Inc., for the "Merry Memories Tinsel Trail" event.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1104-PUDA-23, The Wharf PUD Minor Amendment, Culver's Restaurant (Architectural Amendment). Public hearing set for November 7, 2023.

<u>Public Comments:</u>

1. Kit Alexander, Community Development Director, introduced Kimberly Waterbury. Kimberly, visitor from Paradise, Indiana, and her guest thanked the City Council for the Fire Department's Surf Rescue Division and the Molly's Patrol program for the assistance provided to her mother and others who are unable to physically walk down the beach to the water. She gave special thanks to Brett Lesinger, Beach Safety Division Chief.
2. Kate Woerner, resident and Orange Beach High School student, thanked Mayor and Council for their support of the new athletic complex.
3. Randy Wilkes, Orange Beach City Schools Superintedent, thanked the Mayor and Council for their support of the new athletic complex.

4. Ford Handley, City Administrator, thanked city employees, and specifically Marc Anderson, Jeanne Fitzgibbons, and Ale McGraw, for their work in putting together a successful Freedom Fest. He stated that the Wharf reported approximately 35,000 attendees, which is an increase over last year's count of 20,000.

There being no further business, the meeting adjourned.

Time: 6:49 P.M.

APPROVED this 14th day of November, 2023.

____
Renee Eberly
City Clerk

MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
OCTOBER 24, 2023 – 10:00 A.M.
COASTAL ARTS CENTER

The Orange Beach City Council met on October 24, 2023, at 10:00 A.M. with Chairman Pro-Tem Jeff Boyd presiding.

The following members were present:

Councilmember Jeff Silvers – Arrived at 10:08 A.M.
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon – Arrived at 10:14 A.M.

The following members were absent:

None

The following items were discussed:

1. Review of school separation history.

Councilmember Silvers arrived at 10:08 A.M.

2. Social media.
3. Employee updates.

Mayor Kennon arrived at 10:14 A.M.

4. Christmas lighting schedule.
5. Proposed budget for Fiscal Year 2024.
    a. Citywide revenue summary.

Councilmember Silvers left at 10:24 A.M.

    b. General fund operating expenses comparison.
    c. Personnel budget comparison.
    d. Employee healthcare costs.
    e. Potential property purchases.
    f. Capital requests.

Councilmember Silvers returned at 12:29 P.M.

    g. Departmental budget walkthroughs.

Mayor Kennon left at 1:49 P.M.

6. Stand-in judge appointments.
7. Temporary moratorium on issuance of business licenses for commercial vessels.

There being no further business, the meeting adjourned.

Time: 2:17 P.M.

APPROVED this 14th day of November, 2023.

____

Renee Eberly
City Clerk

ITEM 1.

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an intergovernmental agreement with the South Alabama Purchasing Association. (RE)

Background/Description: On February 7, 2017, City Council adopted Resolution No. 17-019 authorizing execution of an intergovernmental agreement with the South Alabama Purchasing Association (SAPA). SAPA has updated the form of the intergovernmental agreement to incorporate recent legislative changes to the competitive bid law.

Action Options/Recommendation:

Source of Funding (if applicable): Annual membership currently costs $1,000. Budgeted, Admin Dues. The cost of membership is fully offset by rebates received through SAPA-negotiated contracts with certain vendors.

ATTACHMENTS:

1. 11-14-23 23-xxx Authorize Intergovernmental Agreement South Alabama Purchasing Association SAPA
2. 2023.11.02 Intergovernmental Agreement South Alabama Purchasing Association SAPA

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH ALABAMA PURCHASING ASSOCIATION (SAPA)

FINDINGS:

1. On February 7, 2017, City Council adopted Resolution No. 17-019 authorizing execution of an intergovernmental agreement with the South Alabama Purchasing Association (SAPA).
2. SAPA has updated the form of the intergovernmental agreement to incorporate recent legislative changes to the competitive bid law.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the South Alabama Purchasing Association as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2023.

____
Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2023.

____
City Clerk

Revised 10-17-23

INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE SOUTH ALABAMA PURCHASING ASSOCIATION

This Agreement made this day _______________________, between the public bodies governed by the General Provisions of the public contracts law of the State of Alabama (Code of Alabama §41-16-50) located within the southern region of Alabama, and educational facilities under (Code of Alabama §16-13B-1) southern region being defined as the counties of Escambia, Baldwin and Mobile counties, within each of these counties, or adjoining counties, of Alabama, or other entities that choose to be governed by the provisions of the **SOUTH ALABAMA PURCHASING ASSOCIATION** intergovernmental agreement and by-laws as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama §41-16-50 and §16-13B-1), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the **SOUTH ALABAMA PURCHASING ASSOCIATION**, hereinafter referred to as "the Association", for the purpose of coordinating Association joint purchases for the mutual economic advantage of its members. The Association shall consist of each entity participating in this Agreement. Said Association shall be free to adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

SECTION 2

There is hereby established an Executive Board comprised of the Chief executive or their designate of each participating entity, with one vote being allocated to each participant on all matters. The Executive Board shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Association, including but not limited to the employment of a coordinator and the determination of the assessment or method of determination of the assessment for membership. Annually, the Executive Board shall elect by majority vote of those present, a chairperson. The chairperson shall have signature authority for the Association in the matter of employing the coordinator. The coordinator is designated as the purchasing agent for the members of the Association, this agreement and the by-laws of the Association.

SECTION 3

There is hereby established an Advisory board comprised of a representative of each participating entity with one vote being allocated to each participant in all matters. The Advisory Board shall work with the coordinator to determine commodities and services to be bid and to recommend operational changes to the Executive Board. Each participating entity shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 4

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 5

The specifications for items to be purchased will be prepared by the Coordinator of the Association for use by all members of the Association. Where feasible, the Coordinator shall seek input from the other participants to insure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filling of plans and specifications as provided by law. In all cases where appropriate, the Association shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 6

One-member agency, hereinafter referred to as the host agency, shall act as the lead agency for the Association and will assume the responsibility for housing the coordinator and the operations of the Association. The coordinator and the host agency have the authority to expend the funds of the Association for operations. The coordinator with assistance from the host agency will be responsible for coordinating and advertising for bids on behalf of the other members of the Association participating on a particular bid. As such, the host agency and the coordinator shall be designated to receive, open and tabulate the bids, and make the award for the bid on the behalf of the other participating governments at the time and in the manner provided by law with at least two members of the advisory board present.

SECTION 7

Responses to all bids will be received by the Coordinator and host agency. Not later than fifteen (15) days following the receipt of bids, the Coordinator will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the Coordinator determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on items coordinated through and in accordance with any recommendation by the Coordinator.

SECTION 8

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the Coordinator, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the Coordinator.

SECTION 9

Each individual member may reserve the right to disregard the recommendation of the host agency and the Coordinator as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-50 and §16-13B-1). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Association and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the Association is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §§41-16-53 and §16-13B-1).

SECTION 10

The Association, the coordinator, and the host agency will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the Association, the coordinator, and the host agency coordinates the bidding on behalf of the Association. Each participating entity assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the host agency or any other member of the Association relating to those responsibilities, either by way of this agreement or by stipulating to its provisions.

SECTION 11

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and the cost of that party involved in the dispute and without obligation or responsibility on the part of the host agency, the Association, or the other member jurisdictions.

SECTION 12

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Association for a period of not less than twelve (12) months from the date of inception or from the date of signing of this agreement and this beginning of a fiscal year (defined as October 1st of each calendar year). Any entity that signs this agreement during a fiscal year shall be charged a pro rata share of the annual assessment for the remainder of the fiscal year.

SECTION 13

Any jurisdiction that wishes to terminate its membership in the Association may do so by indicating the same in writing to the Coordinator and the chief executive of the host agency. Members will agree to exercise this option only at the beginning of each fiscal year. Likewise, membership in the Association will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Association.

SECTION 14

To facilitate the success of the Association, the executive board agrees to employ under contract the coordinator who is designated as the purchasing agent for the Association and will have primary responsibility for contract design and coordination of joint bids with the other members to this agreement. The coordinator shall hire and employ other personnel as needed and allowed within the budget of the Association. The total expense of the coordinator, other personnel, and operations of the Association will be divided among the participating members. The participating members reserve the right to assess themselves, based on a fee and/or formula to be determined on an annual basis.

SECTION 15

<u>Any participating member's use of the Association contracts can be terminated for non-payment of their annual assessment. If a member does not pay the host agency within 45 days of the billing date the coordinator shall contact the member to determine the reason for nonpayment. The member then has 45 days from the contract date to pay the due amount in full, unless otherwise agreed upon by the coordinator and the agency in question. If after 90 days from the billing date, the member has not paid in full, the name of the agency will be removed from all Association contracts and all vendors will be notified that the agency is, by law not allowed to use the Association contracts.</u>

SECTION 16

The members of Association and coordinator shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-50 and §16-13B-1), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Association's objectives.

SECTION 17

This Agreement will take effect upon execution by the signatories. Thereafter, other entities may elect to join the Association by executing this Agreement in the form prescribed by the existing members of the Association, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

SOUTH ALABAMA PURCHASING ASSOCIATION
A SARPC Affiliate

BY: ____.

Its: CHAIRMAN ____________________________.

ATTEST:

____

Its: __________________________

CITY or AGENCY NAME:

____.

BY: ____.

ATTEST:

Its: ____.

____

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of an amended implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project. (PW/NW)

Background/Description: This amendment increases the funding to $866,700 with $80,000 in contingencies to construct the Coastal Alabama Sea Turtle Triage facility that will be located adjacent to Cotton Bayou, near the water tower. The building will be a basic 40-foot by 60-foot, wind-rated, commercial metal structure. The project will provide partial program support for the initial triage, treatment, release, and/or transfer of injured or ill sea turtles. It will allow sea turtles to be treated and released more quickly and with less stress on the animal from redundant handling and lengthy transports than is currently possible under existing ALSTSSN procedures. Current staff will be utilized and the facility will only be open if there is an active marine patient. Funding also includes personnel costs to contract a veterinarian on an as-needed basis.

Action Options/Recommendation:

Source of Funding (if applicable): NRDA funding 100% of the project.

ATTACHMENTS:

1. 11-14-23 23-xxx Authorize Implementation Agreement Amendment Sea Turtle Triage NRDA Project

2. Work Plan Agreement

RESOLUTION NO. <u>23-xxx</u>

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED IMPLEMENTATION AGREEMENT WITH THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR THE COASTAL ALABAMA SEA TURTLE TRIAGE RESTORATION PROJECT

FINDINGS:

1. On March 12, 2019, City Council adopted Resolution No. 19-054 authorizing execution of an implementation agreement with the Alabama Department of Conservation and Natural Resources (ADCNR) for the Coastal Alabama Sea Turtle Triage Restoration Project.
2. The purpose of this agreement is to implement the Coastal Alabama Sea Turtle Triage restoration project (the "Project") as described in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; Oysters (RPII/EA") and approved by the Alabama Trustee Implementations Group of September 5, 2018, and publicly released September 18, 2018.
3. Funding for this project has been increased to $866,700 with $80,000 in contingencies to construct the Coastal Alabama Sea Turtle Triage Facility. The project will provide partial program support for the initial triage, treatment, release, and/or transfer of injured or ill sea turtles. It will allow sea turtles to be treated and released more quickly and with less stress on the animal from redundant handling and lengthy transports than is currently possible under existing ALSTSSN procedures. Current staff will be utilized and the facility will only be open if there is an active marine patient. Funding also includes personnel costs to contract a veterinarian on an as-needed basis.
4. At the request of ADCNR, the City has agreed to provide such labor, services, and materials to accomplish the goals of said restoration project.
5. After having reviewed the amended agreement, City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the amended implementation agreement between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2023.

____
Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2023.

____
City Clerk

FIRST AMENDED
Work Plan for
Coastal Alabama Sea Turtle
Restoration Project
(as of October 16, 2023)

ACTIVITIES:

Under the supervision of ADCNR, the City of Orange Beach will be responsible for the planning and implementation for the Coastal Alabama Sea Turtle ("CAST") Triage restoration project (hereafter, "Project") as more specifically described below.

Project Implementation and Operation

1. Activities and responsibilities. The City of Orange Beach is responsible for the planning and implementation outlined for the Project in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters ("RPII/EA"). The planning and implementation activities include:

   - Planning and construction of a triage facility on existing City of Orange Beach-owned property to increase sea turtle survival
   - Public education regarding anthropogenic threats to sea turtles, current science on addressing those threats, and sea turtle conservation

2. Timeframe and Funding Source.

Activity	Responsible Party	Funding Source	Expected Timeframe
Planning and Construction	City of Orange Beach	DWH NRD funds	~ 1-2 years for completion
Implementation	City of Orange Beach	DWH NRD funds & City of Orange Beach	~ 5 years

Operation and Maintenance

1. Activities and responsibilities. The operation and maintenance of the infrastructure and improvements for this Project and the funding of the same are the responsibility of the City of Orange Beach.

2. Timeframe. The City of Orange Beach will conduct reasonable and appropriate operations and maintenance with respect to this Project for at least 5 years, beginning at completion of construction of the infrastructure and improvements as described in the RPII/EA.

Project Monitoring

1. Activities and responsibilities. Project Monitoring will be conducted by the City of Orange Beach in accordance with the CAST Triage Project Monitoring and Adaptive Management Plan, attached as Appendix B to the RPII/EA.

2. Funding. The funding source for monitoring activities will be DWH NRD funds.

BUDGET:

1. The total estimated Project cost is $1,071,935. The Project budget includes the following items:

Activity	Responsible Party	Budget
Personnel	City of Orange Beach	$60,000.00
Trustee Supervision	ADCNR	$65,234.00
Implementation & Construction	City of Orange Beach	$866,700.00
Contingency		$80,001.00
	TOTAL:	$1,071,935.00

Any costs incurred or obligated for any activity over and above the above budgets must be approved in advance in writing by ADCNR.

REPORTING REQUIREMENTS/DELIVERABLES:

1. Project Implementation. The City of Orange Beach will report the following to ADCNR electronically at the corresponding frequencies/deadlines. Activities include planning, engineering and design, construction, maintenance, and monitoring:

Activity	Frequency/Deadline
Expenditures	quarterly
Financial Balance (including summary of interest earned)	quarterly
Status of activities	quarterly
Progress made since last report	quarterly

Reporting requirements for project implementation will continue for five years beginning upon initial receipt of funds.

2. Project Monitoring. The City of Orange Beach will provide an annual report to ADCNR by January 30 of each year, beginning in 2020, describing the prior year's monitoring activity in accordance with the RPII/EA and Monitoring and Adaptive Management Plan. Each monitoring report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; (4) and information collected.

   Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the CAST Triage Project Monitoring and Adaptive Management Plan.

3. Letter of Completion – Within 45 days of completion of all requirements specified in this work plan, the City of Orange Beach will submit a letter of completion to ADCNR. This letter will certify that all work has been completed through a final monitoring report and provide a final

accounting of expenditures, fund balances, including interest, and the total amount of funds that will be returned to ADCNR, if required.

4. Form. All project reporting will be in the form specified by ADCNR and consistent with the reporting requirements in the RPII/EA and the Trustee Council SOPs.

REFERENCE DOCUMENTS:

1. ADCNR will provide the following to the City of Orange Beach upon execution of the Implementation Agreement:

   - Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters ("RPII/EA")
   - CAST Triage Project Monitoring and Adaptive Management Plan
   - Trustee Council Standard Operating Procedures

CITY OF ORANGE BEACH:

____
Tony Kennon
Mayor

STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES:

____
Christopher M. Blankenship
Commissioner

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: City Clerk

Description of Topic: Resolution establishing a schedule of dates for the Municipal Court of the City of Orange Beach. (PD/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-14-23 23-xxx Establish Schedule Muncipal Court

RESOLUTION NO. 23-xxx

A RESOLUTION ESTABLISHING A SCHEDULE OF DATES FOR THE MUNICIPAL COURT OF THE CITY OF ORANGE BEACH

FINDINGS:

1. Pursuant to Alabama Code § 12-14-3, the City Council is charged with establishing the number of municipal judges and the times and places at which municipal court shall be held.
2. The City Council has previously established a single judicial seat to preside over the municipal court of Orange Beach Alabama and hereby recognizes their responsibilities as set forth by Alabama Law and establishes the court schedule as set out herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. Orange Beach Municipal Court shall be held at 2:00 P.M. on the second Wednesday and fourth Tuesday of every month beginning January 10, 2024. The presiding Judge of the Municipal Court shall have authority to modify this schedule as required to accommodate holidays; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2023.

____
Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2023.

____
City Clerk

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: City Clerk

Description of Topic: Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-14-23 23-xxx Declare Surplus Miscellaneous

RESOLUTION NO. 23-xxx

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED AND AUTHORIZING THE MAYOR AND CITY CLERK TO DISPOSE OF SUCH PROPERTY

FINDINGS:

1. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
ADMIN / LOGISTICS	PULL BEHIND LIGHT TOWER (#617)	1	SERIAL #G8M04721
ADMIN / LOGISTICS	PULL BEHIND LIGHT TOWER (#618)	1	SERIAL #68M04727
COASTAL RESOURCES	2013 KUBOTA RTV900 UTV (#328)	1	SERIAL #D5791
COASTAL RESOURCES	EZ FLOATING JET SKI DOCK	1	
FIRE	2019 KAWASAKI ULTRA LX 1500 JET SKI (#480)	1	HULL #US-KAW50540A919
FIRE	2018 HONDA PIONEER 700 SXS MUV (#483)	1	VIN 1HFVE0261J4402215
FIRE	2020 HONDA PIONEER SXS10M5P UTV (#485)	1	VIN 1HFVE0402L4400517
FIRE	2020 HONDA PIONEER SXS10M5P UTV (#486)	1	VIN 1HFVE0402L4400520
POLICE	2013 YAMAHA WAVERUNNER VX1800 PWC & TRAILER (#204)	1	HULL #YAMA2267B313 / E2M-0812067
POLICE	2005 FORD EXPLORER SPORT TRAC 2WD SUV (#253)	1	VIN 1FMZU67K95UB28285
POLICE	2001 DODGE B3500 MAX WAGON VAN (#848)	1	VIN 2B5WB35YX1K555776
PUBLIC WORKS	2001 CHEVROLET SILVERADO 2WD PICKUP TRUCK (#850)	1	VIN 1GCEC14W61Z254052
PUBLIC WORKS	1989 FORD 8000 WATER PUMPER TRUCK (#404)	1	VIN 1FDYD80U2KVA28750
PUBLIC WORKS	2005 FORD F150 4X4 PICKUP TRUCK (#707)	1	VIN 1FTRX14WX5FA91306
PUBLIC WORKS	2017 WARREN AC-1820 TAILGATE SPREADER (F/A #18-16)	1	
UTILITIES	2011 FORD F250 4X4 PICKUP TRUCK (#620)	1	VIN 1FT7X2B64BEC71690

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized and directed to dispose of the surplus property, as described above, on behalf of the City of Orange Beach, Alabama, by appropriate legal methods;
3. That the proceeds derived from such disposal shall be deposited in the General Fund of the City of Orange Beach; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2023.

____

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2023.

____
City Clerk

ITEM 5.

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a change order with R&B Contracting Company, Inc., for the Sewer Force Main Canal Road to CR-12 Project in an amount not to exceed $80,722. (NW/RE)

Background/Description: City engineer left mid-project. Staff is working on finalizing change order documentation required for project closeout.

Action Options/Recommendation:

Source of Funding (if applicable): Partial RESTORE Act funding. Budgeted, Utilities Capital Project

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ATTACHMENTS:
None

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an Employee Assistance Program Agreement with New Directions Behavioral Health, L.L.C. (VP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-14-23 23-xxx Authorize Employee Assistance Program Agreement Mental Health HR
2. 2023.10.30 Employee Assistance Program Agreement New Directions Behavioral Health HR

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYEE ASSISTANCE PROGRAM AGREEMENT WITH NEW DIRECTIONS BEHAVIORAL HEALTH, L.L.C.

FINDINGS:

1. The Human Resources Director has presented an Employee Assistance Program Agreement with New Directions Behavioral Health, L.L.C., to provide a mental health component as part of employee healthcare benefits.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and New Directions Behavioral Health, L.L.C., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2023.

____
Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2023.

____
City Clerk

NEW DIRECTIONS®

EMPLOYEE ASSISTANCE PROGRAM

Initial Term Purchase Order

This Initial Term Purchase Order is considered part of, and shall be governed by the attached Employee Assistance Program Agreement ("Agreement") between the Employer, as defined below, and New Directions Behavioral Health, L.L.C. ("New Directions").

The rate and frequency at which Employer will compensate New Directions for the Program Services to be provided to the Employer during the Initial Term, as outlined in the Agreement, is stated below. All Program Services are described in more detail within the Agreement.

Employer: City of Orange Beach

Address: 4099 Orange Beach Boulevard, Orange Beach, AL 36561

Initial Term: 1/1/2024 to 12/31/2024

PEPM Rate: $ 1.42 , per employee, per month ("PEPM"), to be invoiced and paid Quarterly

Payment Terms: Payment of Program Fees is due to New Directions within thirty (30) days of the date of the New Directions invoice.

Standard Program Services:

Service	Quantity
EAP Counseling Session Model	3 Sessions[1]
WorkLife Services	Included
Digital Behavioral Health Tools	Included
Training and/or Critical Incident Response Hours (face-to-face or virtual)	0 hours annually

On-Request Services and Fees:

On-Request Service	Rate
Training Hours	$350.00 per representative, per hour
Critical Incident Response	$350.00 per clinician, per hour
DOT/SAP Referrals	$800.00 per case referred to New Directions
Fitness For Duty Examination	Dependent upon specific FFD referral, to be quoted at time of Employer request
Hard Copy Communication Materials	To be quoted at the time of Employer request

[1] Unless otherwise required or limited by state law, this is the maximum number of short term counseling sessions per member/per issue, which includes evaluation and assessment session(s). California residents are limited to a maximum of 3 sessions every 6 months.

New Directions Behavioral Health, L.L.C.	**Employer**
By: ______________________________	By: _______________________________
Printed Name: _____________________	Printed Name: ______________________
Title: ____________________________	Title: _____________________________
Date: _____________________	Date: _____________________

EMPLOYEE ASSISTANCE PROGRAM CLIENT AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM CLIENT AGREEMENT ("Agreement") is made and entered into effective as of January 1, 2024 ("Effective Date"), by and between New Directions Behavioral Health, L.L.C. and its affiliated companies (collectively, "New Directions") and Employer, as defined in Initial Term Purchase Order to which this Agreement is attached. New Directions and Employer each may be referred to as "Party" and collectively may be referred to as the "Parties."

Recitals

WHEREAS, New Directions provides administrative and referral services to employers for employee assistance programs established for the benefit of their Covered Persons;

WHEREAS, New Directions is willing and able to provide the Program Services described herein;

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

Article I
Definitions

1.1 "Business Associate Agreement" or "BAA" is an acknowledgment between Employer and New Directions regarding compliance and obligations under HIPAA and HITECH as well as other federal and state obligations related to the information privacy of New Directions and Employer.

1.2 "Covered Person(s)" is an Eligible Employee(s) and/or an Eligible Dependent(s).

1.3 "Eligible Dependent(s)" is any household member or immediate dependent family member of an Eligible Employee who is able to receive Program Services under the Employee Assistance Program.

1.4 "Eligible Employee(s)" is a full-time or part-time employee or COBRA beneficiary of Employer who is able to receive Program Services under the Employee Assistance Program as established by the Employer.

1.5 "Employee Assistance Program" or "EAP" is the program established by Employer to provide Covered Persons with an assessment of a personal, emotional, marital, family, financial, or legal issue and either: (a) a referral of the Covered Person to an EAP Provider or other resource for assistance in resolving the presenting issue, as appropriate, or (b) short-term counseling by an EAP counselor to resolve the presenting issue, as appropriate.

1.6 "ERISA" is the Employee Retirement Income Security Act of 1974, as amended.

1.7 "Program Services" are the services described in **Exhibit A** attached hereto.

1.8 "Proprietary and Confidential Information" is the terms and provisions of this Agreement, all financial information and data including the fees and rates charged or paid hereunder, management information systems and procedures, contracts or business relationships with any Party, any other business information regarding a Party to this Agreement which is obtained in connection with the arrangements and responsibilities contemplated herein, and other trade secrets and matters traditionally considered to constitute proprietary information which is not publicly known or discoverable.

Article II
Duties of New Directions

2.1 Services. During the term of this Agreement, New Directions shall provide certain services to the Employee Assistance Program(s) ("EAP") as described below:

(a) New Directions shall provide Employee Assistance Program services to Covered Persons, as described in **Exhibit A** attached hereto and made a part hereof (the "Program Services").

(b) Each Covered Person, upon contacting New Directions, shall receive an initial evaluation and risk assessment by an EAP intake counselor. The EAP intake counselor shall refer the Covered Person to the appropriate EAP Provider for the presenting issue, or to a non-EAP Provider or agency if the presenting issue in not amenable to short-term EAP counseling or other Program Services.

(c) Each EAP Provider shall have the appropriate professional licensure, and if applicable, shall be certified to perform requested services in their respective state of practice.

(d) In the event a Covered Person's presenting issues require acute care needs, psychiatric care, or represent issues not amenable to short-term counseling, e.g. major depression, psychosis, panic disorder, and severe chemical dependency, the Covered Person shall be referred to an appropriate resource.

(e) In the event a Covered Person's presenting issues require a non-mental health or substance use specialized service, e.g. a legal or financial issue, New Directions will refer such Covered Person to an appropriate resource. Fees for non-Program Services or professional services rendered by resources other than an EAP Provider, if any, shall be the responsibility of the Covered Person and are not the responsibility of New Directions.

(f) Program Services shall be provided by appointment at the office of an EAP Provider, telephonically or via any other New Directions approved electronic medium. Access to an EAP Provider will be available through either a referral of a Covered Person by Employer to New Directions or by a Covered Person's self-referral to New Directions.

(g) New Directions shall have the sole financial responsibility to pay each claim for Program Services rendered by an EAP Provider. In no event including, but not limited to, non-payment by New Directions or a breach of this Agreement by New Directions or Employer, shall an EAP Provider bill, collect any payment, or seek reimbursement from a Covered Person for Program Services. An EAP Provider may bill a Covered Person if the Covered Person agrees in writing to a Provider's no-show billing policy, then elects to not attend a scheduled session.

(h) New Directions and its EAP Providers shall not assume any responsibility in any circumstance for the supervision or the employment status of any employee of Employer. Supervision and decisions regarding the employment status of an employee of Employer shall be the sole responsibility of Employer.

2.2 Preparation and Maintenance of Business Records. New Directions agrees to prepare and maintain, and/or require the preparation and maintenance for each Covered Person receiving Program Services under this Agreement, adequate business records documenting the Program Services arranged by New Directions and the payment for such service. Such records shall be in the form, contain such information, and be retained for such time period as is required by applicable laws, licensing requirements, and professional standards governing the provision of Program Services. New Directions' obligation to maintain such records shall not expire upon the termination of this Agreement.

2.3 Licensure and Conduct. During the term of this Agreement, New Directions shall comply with all applicable federal and state licensing requirements and shall perform the Program Services in conformance with all applicable federal and state statutes, regulations, and rules.

2.4 Insurance. During the term of this Agreement, New Directions, at its sole cost and expense, shall procure and maintain insurance covering its activities under this Agreement, as follows:

a. Commercial General Liability: covering bodily or personal injury, property damage, products and completed operations of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Such insurance shall include: (1) premises/operations; (2) independent contractors; (3) contractual liability; and (4) personal injury liability;

b. Worker's Compensation: as statutorily required;

c. Automobile Liability: (owned, non-owned and hired): combined single limit bodily injury and property damage of $1,000,000 each occurrence and annual aggregate;

d. Managed Care E&O: $5,000,000 each claim and annual aggregate; and

e. Cyber Liability: $5,000,000 each claim and annual aggregate.

New Directions shall, upon request, provide to Employer, a certificate of insurance evidencing the above coverage.

Article III
Duties of Employer

3.1 Compensation to New Directions. New Directions shall invoice, and Employer hereby agrees to pay New Directions for the Program Services received by Employer, as described in **Exhibit A** of this Agreement. The Initial Term Purchase Order between the Parties, hereby incorporated by reference, as well as any subsequent Renewal Term Purchase Order(s) states the rate and frequency of payment due from Employer for the Program Services (the "Program Fee(s)"). Payment of Program Fees is due to New Directions within thirty (30) days of the date of the New Directions invoice. If payment is not received within thirty (30) days of the date of invoice, New Directions may, in its sole discretion, charge a late payment fee equal to one and one-half percent (1.5%) of the delinquent payment, which charge shall accrue monthly until the delinquent payment is paid in full. New Directions, in its sole discretion, may also suspend Employer's access to the Program Services until such time Employer has paid all overdue, undisputed amounts owed to New Directions, as more fully described in Section 4.3, below.

3.2 Annual Pricing. The Program Fee to be charged to the Employer for the Program Services provided under this Agreement is subject to review and revision, as follows:

a. The Program Fee shall be calculated by multiplying the number of Eligible Employees reported to New Directions by Employer times a per employee, per month rate ("PEPM Rate"). The rate and frequency of the Program Fee to be paid to New Directions during the Initial Term, as defined herein, is stated in the attached Initial Term Purchase Order between the Parties, and shall remain the same during the Initial Term, except as otherwise provided in Section 3.2(e), below.

b. New Directions shall, no later than sixty (60) days prior to the end of the Initial Term and any subsequent Renewal Term(s), as defined herein, provide to Employer the Program Fee to be charged for the next Renewal Term. Adjustments to the Program Fee, if any, may be based on factors including, but not necessarily be limited to, the number of Covered Persons, Program Services provided and past utilization of Program Services.

c. A Renewal Term Purchase Order, stating the Program Fee and any changes to the Program Services to be offered for the upcoming Renewal Term, shall be executed by the Parties no later than thirty (30) days prior to the end of the Initial Term or any then current Renewal Term. The Renewal Term Purchase Order shall replace the previously executed Purchase Order (Initial Term or Renewal Term) and shall state the rate and frequency of the Program Fee to be paid to New Directions, which shall remain the same during such Renewal Term.

d. If the Parties are not able to agree upon revisions to the Program Fee and/or Program Services, the Agreement shall automatically terminate at the end of the then current Initial Term or Renewal Term. In the event of a termination, the Employer is obligated to pay all fees due to New Directions through the end of the then current Term or Renewal Term.

e. The Program Fee calculation may be adjusted during the Initial or Renewal Term(s) to reflect significant increases or decreases in the number of Eligible Employees, as mutually agreed upon between the Parties.

3.3 Census Reports. Employer shall deliver to New Directions a count of the number of Eligible Employees on an annual basis, or more often if requested by New Directions.

3.4 Final Authority, Plan Administrator. New Directions acknowledges and agrees that Employer shall retain all final authority and responsibility for the EAP including, but not limited to, compliance with ERISA and any other state or federal law applicable to Employer or the administration of the EAP. New Directions and Employer agree that New Directions role shall be limited to that of providing the Program Services on behalf of Employer in accordance with the EAP and this Agreement. New Directions shall not for any purpose be deemed the Employer's "Plan Administrator" or a "fiduciary" under ERISA or any other applicable law or regulation. Employer shall be responsible for the preparation and filing of any reports, returns, or disclosures required by the U.S. Department of Labor, the Internal Revenue Service, or any other federal or state agency.

3.5 Meeting Facilitation. Employer assumes the responsibility of informing applicable employees of all trainings, orientations, or meetings the Employer schedules through New Directions. New Directions will have no liability or responsibility to ensure any level of participation and/or turnout for scheduled trainings, orientations, or meetings. Employer will be liable for the cost of the trainings, orientations, or meetings requested, regardless of the level of participation and/or turnout by Employer's employees.

3.6 Account Contact. Employer will designate an employee ("Account Contact") to be the coordinator of the EAP and to represent the Employer to New Directions in the day-to-day contacts regarding the EAP and Program Services contemplated by this Agreement. New Directions will have the ability to rely on the guidance and requests of the Account Contact as the authoritative and authorized voice of the Employer. New Directions will not be held liable in any circumstance or in any manner when it has relied on the advice, guidance, or direction of the Account Contact at the detriment of the Employer.

Article IV
Term of Agreement/Termination

4.1 Term. This Agreement shall be effective as of the Effective Date listed above, and shall remain in full force and effect for a period of twelve (12) months ("Initial Term"), and thereafter shall renew for successive one-year terms ("Renewal Terms" or singularly, "Renewal Term"), subject to the execution of a Renewal Term Purchase Order for each Renewal Term, as more fully described in Section 3.2, above. Termination of this Agreement during the Initial Term is not permissible, except under the circumstances detailed in Sections 4.2 and 4.3, below.

4.2 Termination for Cause. Either Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party in the event: (a) a Party fails to perform any material duty or obligation imposed upon it by this Agreement; provided, that the breaching Party does not cure such breach within sixty (60) days following the written notice specifying the facts underlying the claim that a breach exists and requesting that such breach be cured; or (b)(i) a Party becomes subject to a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) becomes subject to an involuntary petition regarding the foregoing that is not dismissed within sixty (60) days after filing, (iii) declares or admits publicly and in writing that it is insolvent or is unable to meets its debts as they mature, or (iv) makes an assignment for the benefit of all or substantially all of its creditors. New Directions will continue to provide Program Services and Employer will continue to be responsible for payment of Program Fees during any notice periods required under the terms of this Section 4.2.

4.3 Termination for Non-Payment. New Directions may suspend Employer's account and not be obligated to provided additional Program Services in the event Employer is more than ninety (90) days past due in payment of all amounts due to New Directions under this Agreement. At such time Employer brings their account current, all Program Services shall be immediately reinstated. In the event Employer is more than one-hundred twenty (120) days past due in payment of all amounts due to New Directions under this Agreement, New Directions may immediately terminate this Agreement and, if terminated, shall provide notice of such termination to Employer.

4.4 No Cause Termination. Following the Initial Term, either party may terminate this Agreement for any or no reason with ninety (90) days prior written notice to the other party. New Directions will continue to provide Program Services and Employer will continue to be responsible for payment of Program Fees during any notice periods required under the terms of this Section 4.4.

4.5 Provision of Program Services Following Termination. If on the termination date of this Agreement a Covered Person is engaged in authorized treatment with an EAP Provider, New Directions will continue to provide such treatment until clinical conclusion, but no longer than sixty (60) days from the effective date of the termination of this Agreement.

Article V
General Provisions

5.1 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between New Directions and Employer other than that of independent Parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither New Directions nor Employer, nor any of their respective officers, directors, or employees, shall act as or be construed to be the agent, employee, partner, or representative of the other. Neither Party to this Agreement shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed upon herein.

5.2 Dispute Resolution. In the event that the Parties hereto are unable to resolve any dispute regarding the interpretation or application of any provision of this Agreement through good faith negotiations, the Party claiming such dispute shall provide notice to the other Party of its desire to proceed to arbitration. If the dispute cannot be resolved through further negotiations between the Parties within ten (10) business days after such notice is received, the Parties may proceed to binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have no power to award punitive or exemplary damages or to ignore or vary the terms of the Agreement. The arbitrator shall be bound by controlling law. In no event shall Employer disclose or discuss, directly or indirectly, any such dispute, disagreement, or grievance concerning this Agreement with any entity other than legal counsel.

5.3 Indemnity. Each party agrees to indemnify, release, discharge and hold the other party, its successors and assigns and affiliated corporations, harmless, and agrees to defend the other party from and against any and all third party claims for liabilities, losses, damages, claims (including workers' compensation claims), lawsuits, causes of action, and expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit) (collectively "Claims") caused or asserted to have been caused, directly or indirectly, by the negligence or willful misconduct of the indemnifying Party, its officers, employees, or agents, in its performance under this Agreement.

Upon receiving notice of a Claim, the party seeking indemnification shall give the indemnifying party reasonably prompt written notice thereof but in any event not later than 15 days after becoming aware of such Claim; provided, however, that the failure to so notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to the indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such Claim is prejudiced by the indemnifying party's failure to receive such notice. Such notice shall describe the Claim in reasonable detail, and shall indicate the estimated amount, if practicable, of the indemnifiable loss that has been or may be sustained by such indemnified party. The indemnifying party shall have the obligation to control the defense of any Claim. The party seeking indemnification, however, shall have the right to approve any settlement that purports to be binding on it or include any provisions other than the payment of monetary damages (including any admissions of liability or wrongdoing on the part of the indemnified party) and to have advisory counsel assist with the defense at indemnified party's own expense. The indemnified party will provide all reasonable assistance requested of it by the indemnifying party.

Notwithstanding anything to the contrary in this Agreement, for any Claim in which either Party is the indemnified party and which relates to the alleged violation of applicable law or regulation, or for any Claim that could reasonably be determined to adversely affect its ongoing operations in any material respect, the indemnified party shall have the right to control the defense of the Claim. Exercising this option shall not relieve the indemnifying party of any other obligations imposed upon it as the indemnifying party under this Section. However, the indemnifying party shall have the right to approve any settlement that purports to be binding on it or that requires the payment of money (such approval not to be unreasonably withheld, conditioned or delayed) and to have advisory counsel at its own expense.

5.4 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The cumulative aggregate liability of a Party, whether in contract, tort or otherwise, for all damages arising out of or relating to this Agreement will be limited to an amount equal to the lesser of: (a) actual damages incurred by the Party as a result of the event(s) giving rise to the liability, or (b) the amounts paid, or received, by the Party for the Services for the twelve (12) month period immediately preceding the month in which the event giving rise to the liability occurred.

The limitation set forth in this Section will not apply with respect to recovery under claims for (a) gross negligence or willful misconduct, (b) breach of any of any regulatory requirement; or (c) indemnification for claims by third parties regarding infringement of third parties' intellectual property rights.

5.5 HIPAA Compliance. Each Party acknowledges that the use and disclosure of individually identifiable health information is limited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164, the federal security standards contained in 45 CFR Part 160, 162 and 164, and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162, all collectively referred to herein as the "HIPAA Requirements." Each Party agrees to comply with the HIPAA Requirements to the extent applicable to such Party and further agrees that it shall not use or further disclose Protected Health Information (as defined under the HIPAA Requirements) other than as permitted by the HIPAA Requirements. The Parties further agree to execute such other agreements, including the attached BAA shown in **Exhibit B** and understandings as may be necessary or required to satisfy all HIPAA Requirements applicable to this Agreement.

5.6 Assignment. This Agreement, any attachments, exhibits, or addendums attached hereto, will be binding on the Parties and their respective successors and assigns, as allowed hereunder. Neither Party may assign this Agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld, except that New Directions may assign this Agreement to (i) an affiliate or subsidiary; or (ii) to a successor in interest as a result of a merger, acquisition or public offering without the Employer's consent.

5.7 Notices. Any notice, request, demand, offer, acceptance, certificate, or other instrument which may be required or permitted to be given under this Agreement shall be in writing and will be deemed delivered to a Party (a) the day received when delivered by hand, or by reputable overnight delivery by a national carrier, or (b) when sent by confirmed electronic means, with a copy sent by another means specified in this subsection, in each case to the address of such Employer as stated in the Initial Term Purchase Order or any subsequent Renewal Term Purchase Order(s) and to New Directions as set forth below (or at such other address as the Party may from time to specify by notice delivered in the foregoing manner):

If to New Directions:

New Directions Behavioral Health, L.L.C.
6100 Sprint Parkway, Suite 200
Overland Park, KS 66211
Attn: EAP Account Management

5.8 Sections. The captions, articles, and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such provisions of this Agreement.

5.9 Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.

5.10 Governing Law. The Parties agree and acknowledge that this Agreement, and the rights, remedies and obligations of the Parties hereunder, will be governed and construed in accordance with the laws of the State of Missouri.

5.11 Change in Law or Regulations. Should any statute, regulation, or rule be enacted, amended, or interpreted by any governmental body, court, or agency having jurisdiction over the terms of this Agreement so as to materially affect the ability of a Party to perform any provision of this Agreement, then the Parties shall forthwith and in good faith renegotiate the provision of this Agreement affected by such action so that the same can be performed in accordance with the pertinent change in such statute, regulation, or rule.

5.12 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of any third Party.

5.13 Amendment. This Agreement may only be amended or modified by a written instrument executed by the Parties hereto.

5.14 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

5.15 Intellectual Property. Employer acknowledges that this Agreement does not transfer to Employer, any rights in and to the design, materials, documentation, specifications, procedures, discoveries, inventions, or anything created or developed in accordance with or on behalf of the EAP Program or Program Services, in the past, present, or future, by New Directions. All right, title, and interest, including without limitation intellectual property rights, in and to the EAP Program and Program Services will remain solely with New Directions.

5.16 Defend Trade Secrets Act of 2016. Notwithstanding the nondisclosure obligations contained in this Agreement, nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Employer will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret, or confidential information, that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. New Directions will not retaliate against the Employer in any way for a disclosure made in accordance with 18 U.S.C. Section 1833.

5.17 Equal Employment Opportunity Clause for Contracts Involving Federal Contractors. New Directions is an Equal Employment Opportunity and Affirmative Action employer. The Parties hereby incorporate by reference Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a); the Rehabilitation Act of 1973, as amended, and 41 C.F.R.60-741.5(a); the Vietnam Era Veterans' Readjustment Assistance Act, as amended, and 29 C.F.R. 60-250.5(a); and Executive Order 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A.

5.18 Trademarks and Symbols. New Directions reserves the right to control the use of its name and any of its respective symbols, trademarks, and service marks, presently existing or subsequently established. Employer agrees to not use words, symbols, trademarks, service marks, and other devices including the corporate name of New Directions in advertising, promotional materials, or otherwise, without the prior written consent of New Directions. Employer will cease any previously approved usage immediately upon termination of this Agreement.

Employer reserves the right to control the use of its name and any of its respective symbols, trademarks, and service marks, presently existing or subsequently established. New Directions agrees to not use words, symbols, trademarks, service marks, and other devices including the corporate name of Employer in advertising, promotional materials, or otherwise, without the prior written consent of Employer. New Directions will cease any previously approved usage immediately upon termination of this Agreement.

5.19 Entire Agreement. This Agreement and any attachments, exhibits, or addendums attached hereto constitute the sole and complete agreement among the Parties, and supersede any and all prior or contemporaneous oral or written understandings, negotiations, or communications on behalf of such Parties with respect to the subject matter hereof.

5.20 Effect of Partial Invalidity. The invalidity of any portion of this Agreement or any applicable Exhibit shall not be deemed to affect the validity of any other provision. In the event that any other provision of this Agreement or any applicable Exhibit is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force as if they had been executed by both Parties subsequent to the removal of the invalid provision.

5.21 Marketing. New Directions may, with advance written permission from Employer, list Employer as its client in New Directions marketing literature and proposals, including use of Employer's logo or other authorized creative materials.

5.22 Proprietary and Confidential Information. The Parties acknowledge that in the general course of doing business under this Agreement, each Party may disclose information to the other Party or each Party may gain or have access to information that is proprietary and/or confidential and that should not be and cannot be disclosed to third Parties. Unless previously indicated in writing by the Party whose proprietary and/or confidential information is being disclosed, all information disclosed by either Party pursuant to this Agreement is to be considered strictly confidential. Each Party will: (a) protect the confidentiality of the other Party's confidential information, (b) use such information solely for carrying out the terms of this Agreement; and (c) disclose such information only to those officers, directors, employees and agents with a need to know to carry out the terms of this Agreement and shall ensure that each such person is bound by confidentiality obligations at least as protective as New Directions protects its own trade secrets. The obligations of this section shall not apply, however, to any information which (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the recipient; (ii) was, as between the recipient and the disclosing Party, lawfully in the recipient's possession prior to receipt from the disclosing Party without obligation of confidentiality; (iii) is received by the recipient independently from a third Party free to lawfully disclose such information to the recipient; or (iv) is subsequently independently developed by the recipient as evidenced by its business records.

Notwithstanding the foregoing, the terms and provisions of this Agreement may be disclosed in response to a lawful inquiry by a governmental agency or a legally valid information request, court order, subpoena, or summons. In the circumstance that Employer receives a request to disclose New Directions Proprietary Information to any third Party, Employer will inform a New Directions account manager as soon as reasonably possible after receiving the request. The provisions of this Section shall survive the termination of this Agreement.

5.23 Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

5.24 Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

5.25 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations to execute on its behalf, have affixed their signatures to this Agreement.

New Directions Behavioral Health, L.L.C.	**Employer**
By: ______________________________	By: ______________________________
Printed Name: _____________________	Printed Name: _____________________
Title: ____________________________	Title: ____________________________
Date: _____________________	Date: _____________________

Exhibit A
Program Services

Standard Program Services

A. Evaluation and Assessment. Each Covered Person upon contacting New Directions shall receive initial evaluation and assessment by a New Directions Counselor or EAP Provider, and the New Directions Counselor or EAP Provider shall refer the Covered Person to the appropriate Program Services for the presenting issue, or to a non-EAP Provider or agency if the presenting issue in not amenable to short-term EAP counseling or other Program Services.

B. Telephone Consultation and Referral. Each Covered Person shall be eligible to receive consultation for personal and life issues.

C. Counseling Sessions. Each Covered Person may receive up to the maximum number of counseling sessions with an EAP Provider (including the initial evaluation and assessment session) per issue, per year, as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s). For purposes of this **Exhibit A**, a Counseling Session(s) shall mean providing psychological counseling services, including in-person, interactive video, interactive text and/or interactive chat modalities.

D. Emergency Triage. New Directions will provide a toll-free telephone line twenty four (24) hours a day, seven (7) days a week for emergency intake and referral for Covered Persons with a mental health or substance use crisis.

E. Management Consultation and Referral Services. New Directions will provide telephonic consultation related to employee issues confronting Employer's managers, supervisors, and executive level personnel.

F. Legal Services. New Directions offers telephonic legal counseling services with an attorney on a wide array of legal topics. New Directions also will coordinate a face-to-face consultation with an attorney at a discounted rate to the employee.

G. Financial Services. New Directions offers telephonic financial counseling services with a trained financial professional on a wide array of topics. New Directions also will coordinate a face-to-face consultation with a financial planner/professional at a discounted rate to the employee.

H. Online Access. New Directions offers online Program Services and materials to the Employer and its Covered Persons. The online materials include training programs, forms, articles, assessments, a library on health and wellness topics, legal and financial information, and the ability to access web-based and additional face-to-face services.

I. WorkLife Services. Covered Persons can access New Directions exclusive program designed to assist members with a full range of work-life issues. Members are connected with work-life specialists who can assist them with child and elder care issues, temporary care, special needs, disaster relief, personal and convenience services, and many other needs.

J. Coaching. Covered Persons may receive up to the maximum number of coaching sessions with a New Directions coach per issue, per year, as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s). For purposes of this **Exhibit A**, a coaching session shall mean providing in-person, telephonic and/or video coaching modalities to promote a Covered Person's self-awareness, and to assist in clarifying values, intentions and goals.

K. Employee Communication Materials. Standard program communication materials designed to increase awareness of the EAP and its Program Services will be provided to Employer for distribution to its Eligible Employees. These materials will be sent in electronic copy only, as part of New Directions' global sustainability initiative. Hard copy materials are available from New Directions at an additional cost as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s), to be billed to Employer should Employer wish to provide hard copies to Eligible Employees and/or Eligible Dependents.

L. Formal Management Referral ("FMR"). Upon the request of an Employer's manager, supervisor, or human resource professional and upon receipt of permission to release information signed by the affected employee, New Directions will:

1. Make performance-based referrals within the context of the employee assistance benefit;

2. Coordinate and monitor an employee's attendance and general cooperation with a counseling program; and,

3. Report employee's compliance with counseling to the referring manager, supervisor, or human resource professional designated on the permission to release information signed by the employee.

Optional Program Services Available upon Request of Employer

The following Program Services are available upon request ("On-Request Services") and the fees for such services shown below are in addition to the Program Fee for the Standard Program Services, and shall be invoiced to the Employer at such time any such On-Request Services are provided. Employer may be charged for provider's reasonable travel expenses associated with on-site training, if mutually agreed prior to delivery of the on-site training.

The following On-Request Services are available:

A. Training Hours. New Directions will provide Training Hours at the rate of Three Hundred Fifty Dollars ($350.00) per hour/per trainer. Training Hours must be requested by Employer for New Directions to schedule on-site visit or virtual presentations, and may be allocated between the following services at the Employer's discretion:

Seminars and Trainings. New Directions will make available on-site or virtual meetings to Covered Persons for seminars, wellness programs, and trainings on such topics as stress management, weight loss, smoking, conflict resolution, and substance abuse prevention.

Employee Orientation and Supervisor Orientation/Training Meetings. New Directions will make available on-site or virtual meetings for Eligible Employees and their supervisors to acquaint Eligible Employees and their supervisors with the operation of the EAP. The supervisor orientation is intended to better inform supervisors so they are able to encourage Eligible Employees to effectively utilize the EAP when appropriate. The date and time of such orientation meetings shall be mutually agreed-upon by New Directions and Employer.

Health Fairs. New Directions will provide on-site or virtual support for promotion of Employer's EAP during Health Fairs. New Directions will provide electronic versions of promotional materials for these events in order to assist with promoting EAP capabilities. On-site, in-person support is available for Employer Health Fairs at an additional cost, as mutually agreed upon between Employer and New Directions.

Training Hours Details:

1) Applicable training topics can be selected from a specified EAP training list.

2) Three (3) business days' advance notice of cancelation of any scheduled training is required. Less than a three (3) business day cancelation will result in Employer being charged in full for all requested training hours.

3) At least six (6) weeks' prior notice is required to schedule training.

4) Customized training and organizational development training fees are negotiated separately.

B. Critical Incident Response ("CIR"). New Directions will make available to Employer, upon its request, at Employer's premises or virtually, an EAP Provider to provide group counseling to Employer's employees in the event of a catastrophic incident affecting a group of employees (e.g. employee suicide, on-the-job injury causing death), at the rate of Three Hundred Fifty Dollars ($350.00) per hour/per clinician. Forty-eight (48) hours' advance notice of cancelation of any scheduled CIR is required. Less than a forty-eight (48) hour cancelation will result in Employer being charged a Three-Hundred Fifty Dollar ($350.00) administrative fee, or charged in full for all requested CIR hours, whichever is greater.

C. Department of Transportation Substance Abuse Professional ("DOT/SAP"). When a Department of Transportation ("DOT") regulated employee violates a DOT drug and alcohol rule or regulation and is referred by the designated employer representative for treatment, Employer may contact New Directions and it will arrange for the employee to see a DOT/SAP certified counselor. New Directions will manage the case to assure the employee is attending the DOT/SAP sessions and is generally following the DOT/SAP's recommendations. New Directions will pay the counseling and consultation fees of the DOT/SAP. Final reports and recommendations will be generated by the DOT/SAP, and will be transmitted to the designated employer representative. The fee for each DOT/SAP case is Eight Hundred Dollars ($800.00).

D. Fitness For Duty ("FFD"). When the Employer believes that an employee may not be able to carry out the essential job duties expected of a person in the employee's position due to a physical or behavioral health issue, or may present dangers to him/herself or his/her co-workers due to a physical or behavioral health issue, the Employer may desire to refer the employee to New Directions so that New Directions can facilitate a FFD evaluation and report. The Employer may consult New Directions to determine if a FFD referral may be appropriate prior to requesting the FFD. The fee for each FFD referral to New Directions is specific to the type of FFD referral and will be quoted to the Employer at the time of the FFD request.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into effective as of January 1, 2024 ("Effective Date") by and between the Covered Entity and New Directions Behavioral Health, L.L.C. ("Business Associate"), each a "Party" and collectively the "Parties":

Covered Entity: City of Orange Beach

Address: 4099 Orange Beach Boulevard, Orange Beach, AL 36561

WHEREAS, the Parties are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology and Clinical Health Act of 2009 ("HITECH"), all regulations promulgated thereunder, including but not limited to Title 45, Parts 160 and 164 and any future regulations promulgated under either HIPAA or HITECH;

WHEREAS, the Business Associate will provide services to the Covered Entity that may involve the creation, receipt, use, transmission, maintenance, or disclosure of Protected Health Information (PHI) pursuant to one or more contractual business arrangements between the Parties (collectively referred to as the "Service Agreement(s)"; and

WHEREAS, the Parties enter into this Agreement to protect the privacy and security of PHI disclosed to the Business Associate and to establish the terms and conditions for the use and disclosure of such PHI.

RECITALS

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1) Definitions. Terms used but not otherwise defined in this Agreement will have the same meaning as the meaning ascribed to those terms in HIPAA, HITECH and their corresponding regulations.

a) **"Breach"** shall have the meaning as set forth in 45 CFR 164.402.

b) **"Business Associate"** shall have the meaning as in 45 CFR 160.103.

c) **"Covered Entity"** shall have the same meaning as in 45 CFR 160.103.

d) **"Electronic Health Record"** and **"EHR"** shall have the meaning as in §13400(5) of HITECH, and any corresponding regulations, limited to records created or received by the Business Associate from or on behalf of the Covered Entity.

e) **"Electronic Protected Health Information"** or **"EPHI"** shall have the meaning as set forth in 45 CFR 160.103, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.

f) **"HIPAA Rules"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

g) **"HITECH"** shall mean the requirements set forth in the Title XIII, Subtitle D of the Health Information technology for Economic and Clinical Health Act of 2009, 42 USC § 17921-17954 and all applicable HITECH implementing regulations issued by HHS.

h) **"Individual"** shall have the meaning set forth in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

i) **"Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.

j) **"Protected Health Information"** or **"PHI"** shall have the meaning as set forth in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

k) **"Security Incident"** shall have the meaning as set forth in 45 CFR 164.304.

l) **"Secretary"** shall mean the Secretary of the federal Department of Health and Human Services.

m) **"Security Rule"** means the Security Standards and Implementation Specifications found at 45 CFR Parts 160 and 164, Subpart C.

n) **"Standards for Electronic Transactions Rule"** means the final regulations issued by the Department of Health and Human Services concerning standard transactions and code sets under the Administration Simplification provisions found at 45 CFR Parts 160 and 162.

o) **"Unsecured Protected Health Information"** shall have the meaning as set forth in 45 CFR 164.402 and the guidance issued under §13402(h)(2) of Public Law 111-5.

2) **Obligations of Business Associate.** Business Associate shall directly comply with the 1) applicable requirements found in the Privacy Rule, 2) the privacy provisions of HITECH, 3) the administrative, technical and physical safeguards, documentation requirements and policies and procedures of the Security Rule and 4) other privacy and security provisions or regulations required by law.

3) **Permitted Uses and Disclosure.** Business Associate may only create, acquire, collect, transmit, use, disclose or maintain to perform services as specified under an effective Service Agreement duly executed by both Parties, provided that any use or disclosure would not violate the Privacy or Security Rule if disclosed by the Covered Entity. Business Associate may also:

a) Use PHI to provide data aggregation services related to the health care operations of the Covered Entity, as provided in 45 CFR § 164.504(e)(2)(i)(B);

b) Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the business associate; and

c) Disclose PHI to for the property management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate if 1) The disclosure is required by law or 2) The Business Associate obtains reasonable assurances from the recipient of the PHI that the PHI disclosed will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient and the recipient notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

4) <u>Restrictions on Permitted Uses and Disclosures</u>. Business Associate may not create, acquire, use, disclose or maintain PHI received from or created on behalf of Covered Entity except as permitted by this Agreement or as required by law. Business Associate will ensure and will be fully responsible and liable for ensuring that the creation, acquisition, use, disclosure or maintenance of PHI by Business Associate is in a manner that is expressly set forth in this Agreement and that maintains the privacy and security of the information. Business Associate will limit all uses and disclosures of PHI to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Business Associate will be responsible for making sure any individual, employee, or entity with access to PHI is fully aware of the restrictions and obligations in this Agreement with respect to PHI.

5) <u>Safeguards</u>. Business Associate shall use appropriate safeguards, including but not limited to, policies, procedures, training and documentation requirements to prevent the unauthorized use or disclosure of Covered Entity’s PHI as required by the Security Rule and § 13401 of HITECH. Business Associate shall maintain a comprehensive information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate’s operations and the nature and scope of its activities. Business Associate shall provide a copy of and evidence of such safeguards to Covered Entity upon request.

6) <u>Notification of Breach</u>. Business Associate shall provide written notice to Covered Entity of any use or disclosure of PHI not provided for by this Agreement and of any successful Security Incident of which it becomes aware and any additional follow-up documentation or information requested by Covered Entity. In the event an unauthorized use, disclosure or Security Incident constitutes a Breach of Unsecured Protected Health Information, Business Associate will report the Breach without unreasonable delay and in no case later than five (5) business days after the Business Associate’s discovery. The Business Associate shall be considered to have discovered an unauthorized acquisition, access, use, or disclosure of PHI, or successful Security Incident on the first day on which such Breach is known to Business Associate or should have been known to Business Associate after exercising reasonable diligence. Business Associate shall include in the written notice, at a minimum, the following:

a) The identity of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used or disclosed during the unauthorized use, disclosure or Security Incident;

b) The name and address of the person or entity that received PHI from the unauthorized use, disclosure or Security Incident;

c) The date the unauthorized use, disclosure or Security Incident occurred;

d) The date the unauthorized use, disclosure or Security Incident was discovered;

e) The nature of the unauthorized acquisition, access, use, disclosure or Security Incident;

f) The type and description of PHI involved;

g) Who made the unauthorized use or disclosure and/or who received the unauthorized disclosure;

h) Any Information necessary to enable the Covered Entity to assess the risk of harm to those individuals whose information is involved in the unauthorized disclosure;

i) The steps Business Associate has taken or will take to mitigate harm from the unauthorized acquisition, use or disclosure; and

j) The corrective actions that Business Associate has taken or will take to prevent further unauthorized acts.

Business Associate agrees to fully cooperate with or perform additional investigation and supplement the notice required under this Section with any new information that becomes available. Upon request, Covered Entity shall have access to any additional information to enable Covered Entity to meet its obligations with respect to an unauthorized acquisition, use, or disclosure of PHI or Security Incident.

7) **Substance Use Disorder Information.** Business Associate acknowledges that it may receive Substance Use Disorder PHI that is protected under 42 CFR Part 2. Business Associate agrees that to the extent such PHI is protected by 42 CFR Part 2, Business Associate will fully comply with the federal provisions. Notwithstanding, Business Associate will only use or disclose Substance Use Disorder PHI in compliance with the provisions in 42 CFR part 2.

8) **Electronic Transfer.** If Business Associate electronically transmits or receives PHI on behalf of the Covered Entity, Business Associate shall comply with the Standards for Electronic Transactions Rule to the extent required by law and will utilize prevailing security industry standards for encryption. Business Associate will require any employee, agent, subagent, contractor, or subcontractor that assists Business Associate in electronically transmitting or receiving PHI to agree in writing to comply with the Standards for Electronic Transactions Rule to the extent required by law.

9) **<u>Data Storage</u>.** Business Associate shall not store PHI on any portable storage or removable media device without prior written Consent from Covered Entity.

10) **<u>No Offshore</u>.** Business Associate may not transmit, store, use or disclose PHI to an entity, person, or location outside of the Continental United States without the prior written consent of Covered Entity.

11) **<u>Agents, Contractors, Subcontractors</u>.** Business Associate shall require, and will be fully responsible and liable for ensuring that any employee, agent, subagent, contractor, subcontractor, or any other person who may have access to Covered Entity's PHI, or that creates, receives, maintains or transmits PHI on behalf of the Business Associate to agree in writing to the same terms and conditions that apply to Business Associate with respect to the use, disclosure and safeguarding of Covered Entity's PHI under this Agreement. If Business Associate becomes aware of a pattern of activity or practice by an employee, agent, sub-agent, or subcontractor that violates such Agreement, Business Associate agrees to take steps to cure the breach or end the violation. If Business Associate is unable to cure the breach or end the violation within a reasonable time, Business Associate is required to terminate its arrangement with that employee, agent, sub-agent, or contractor. Nothing in this paragraph removes Business Associate's responsibility to report the breach to Covered Entity required in this Section.

12) **<u>Accounting of Disclosure</u>.** Business Associate shall provide Covered Entity, within a reasonable time, all information to enable Covered Entity to respond to, provide access to, provide a copy of and account for disclosures of PHI in accordance with 45 CFR § 164.528. Upon request by Covered Entity, Business Associate shall produce an accounting of disclosures to an Individual consistent with HIPAA.

13) **<u>Access and Amendment</u>.** Business Associate shall provide Covered Entity with all information to enable Covered Entity to respond to a request for access to PHI as provided in 45 CFR §164.524 or to amend PHI in accordance with 45 CFR §164.526.

14) **<u>Inspection of Records</u>.** Business Associate agrees to make internal practices, books, and records related to the use and disclosure of PHI available to the Covered Entity and/or Secretary, in a time and manner designated by the Covered Entity and/or Secretary, for purposes of the Secretary determining compliance with the HIPAA rules. Business Associate shall notify Covered Entity of any request or demand by the Secretary or information related to the Covered Entity. Business Associate shall provide the Covered Entity with a copy of all information related to the Covered Entity that the Business Associate provides to the Secretary.

15) **<u>Audit</u>.** Business Associate agreed to provide Covered Entity or any applicable state or regulatory authority the right to conduct an audit of Business Associate's process, practices, and documentation related to the privacy or security of PHI or EPHI upon reasonable notice and following the occurrence of an unauthorized use, disclosure or Security Incident. Such audit may include an on-site assessment of Business Associate's privacy and security controls and protocols. Business Associate will bear the full cost of the audit unless the audit uncovers or was triggered by an unauthorized use, disclosure or Security Incident. Covered Entity may require Business Associate to complete a security questionnaire, onsite assessment and audit prior to or after the use or disclosure of PHI. In such a case, Business Associate will fully cooperate with such requirements.

16) **<u>Subpoena</u>.** If Business Associate receives a subpoena or similar request or notice from any judicial, administrative, or other regulatory body in connection with this Agreement, Business Associate will immediately notify Covered Entity and forward a copy of such subpoena, request, or notice to Covered Entity to enable Covered Entity to seek appropriate protections and exercise any rights it may have under law.

17) **<u>Mitigation</u>.** Business Associate agrees fully cooperate with Covered Entity and mitigate any harmful effect that is known or reasonably anticipated by Business Associate resulting from any unauthorized acquisition, access, use, or disclosure of PHI or Security Incident.

18) **<u>Remedy</u>.** Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Covered Entity in writing.

19) **<u>Obligations of Covered Entity</u>.**

   a) Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity or is not otherwise authorized or permitted under this Agreement.

   b) Covered Entity agrees that it shall only disclose the "minimum necessary" Protected Health Information to Business Associate as may be required for Business Associate to perform its services.

   c) The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) upon detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement.

   d) Covered Entity shall be responsible for determining the need for and directing the implementation of any notifications of the unauthorized acquisition, use or disclosure of PHI.

20) **<u>Effective Date and Termination</u>.**

   a) **<u>Effective Date</u>.** This Agreement is effective on the Effective Date, replaces and supersedes any prior Business Associate Agreement executed by the Parties. This Agreement supersedes any provision in any other Service Agreement executed by the Parties related to Business Associate's obligations concerning PHI with respect to the Privacy and Security Rule.

   b) **<u>Termination</u>.** This Agreement shall remain in full force and effect until termination of the business relationship of the parties contemplated by the Service Agreements. Any terms of this Agreement, which by their nature extend beyond the termination of the business relationship, shall remain in effect until fulfilled.

Except as otherwise provided in this Agreement herein, a breach by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement or any Service Agreements. If termination of the Agreement is not feasible, the Covered Entity will report the breach to the Secretary to the extent required by law.

Either Party may terminate the Agreement, effective immediately, if (i) the other Party is named as a defendant in a criminal proceeding for a violation of the Privacy Rule, the Security Rule, or HITECH; or (ii) a finding or stipulation that the other Party has violated the Privacy Rule, the Security Rule, or HITECH by any administrative or regulatory body, or civil proceeding.

c) **Return or Destruction of PHI.** Upon termination of the Agreement, Business Associate shall return or destroy all Covered Entity's PHI in accordance with 45 CFR 164.504(e)(2)(ii)(I), if feasible. Business Associate will identify and explain in writing why destruction is not feasible. Business Associate agrees to restrict all further use or disclosure of any PHI which is not able to be destroyed. If Business Associate is required by law to retain a copy of such information, Business Associate will maintain the PHI for the requisite period required by law, after which Business Associate shall return or destroy Covered Entity's PHI. This provision extends to all PHI that may be in the possession of Business Associate's employees, agents, sub-agents, or contractors. Notwithstanding, Business Associate will complete these obligations as promptly as possible, but no later than thirty (30) days from the effective date of the termination of this Agreement.

21) General Provisions

a) **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule, the Security Rule, HITECH and the regulations promulgated thereunder.

b) **Conflicts.** The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the Privacy Rule, the Security Rule, HITECH and the regulations promulgated thereunder. A reference in this Agreement to a specific section in HIPAA, the Privacy Rule, the Security Rule, HITECH, or the regulations promulgated thereunder means that section as amended from time to time. Should future amendments referenced in this Agreement change the section designation, or transfer a substantive regulatory provision to a different section, the section references herein will be deemed to be amended accordingly.

c) **Severability.** The provisions of this Agreement are severable and if any provision is held or declared to be illegal, invalid, or unenforceable, the remainder of the provisions in this Agreement will continue in full force and effect.

d) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and shall be binding on the Parties, their legal representatives, successors, heirs and assigns.

e) **Assignment.** Neither Party may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other Party to this Agreement.

f) **Amendment.** Neither this Agreement, nor any provisions thereof, may be modified, amended, supplemented, or altered except by the written consent of the Parties.

g) **Indemnification.** Business Associate shall indemnify, defend, and hold harmless Covered Entity and its managers, directors, officers, employees, affiliates, and agents from and against any and all third party liabilities, costs, claims, lawsuits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or in connection with the acts or omissions of Business Associate or any of its managers, directors, officers, employees, affiliates, agents, or other persons or entities under Business Associate's control, in connection with the Business Associate's performance under this Agreement. Without limiting the foregoing, Business Associate will indemnify Covered Entity for actual costs related to notification and mitigation of harm incurred by the Covered Entity. Covered Entity may, at its option, conduct the defense or settlement of any such action and Business Associate agrees to fully cooperate with such defense and/or settlement.

h) **Insurance Coverage.** During the term of this Agreement, Business Associate shall maintain liability insurance or cyber insurance covering claims based on a violation of HIPAA and claims based on its obligations pursuant to this Agreement in an amount of not less than $1,000,000 per occurrence $2,000,000 aggregate.

i) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

j) **Data Ownership.** Business Associate acknowledges and agrees that Business Associate has no ownership rights with respect to any PHI or EPHI disclosed under this Agreement.

k) **Notices.** Any notice, request, demand, offer, acceptance, certificate, or other instrument which may be required or permitted to be given under this Agreement shall be in writing and will be deemed delivered to a Party (a) the day received when delivered by hand, or by reputable overnight delivery by a national carrier, or (b) when sent by confirmed electronic means, with a copy sent by another means specified in this subsection, in each case to the address of such Covered Entity as first stated above and to Business Associate as set forth below (or at such other address as the Party may from time to specify by notice delivered in the foregoing manner):

To Business Associate:	Compliance Department: Compliance@ndbh.com
And by Mail:	Privacy Officer New Directions Behavioral Health, LLC PO Box 6729 Leawood, KS 66206

l) **Force Majeure.** Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

m) **Governing Law.** The Parties agree and acknowledge that this Agreement, and the rights, remedies and obligations of the parties hereunder, will be governed and construed in accordance with the laws of the State of Missouri.

n) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, have affixed their signatures to this Agreement.

New Directions Behavioral Health, L.L.C.	**Covered Entity**
By: ______________________________	By: ______________________________
Printed Name: ______________________	Printed Name: ______________________
Title: ____________________________	Title: ____________________________
Date: ______________________	Date: ______________________

ITEM 7.

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: City Clerk

Description of Topic: Resolution approving the Fiscal Year 2024 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-14-23 23-xxx Approve FY2024 Budget
2. FY2024 Budget_draft 2023.11.02

RESOLUTION NO. 23-xxx

A RESOLUTION APPROVING THE FISCAL YEAR 2024 BUDGET FOR THE CITY OF ORANGE BEACH, INCLUDING THE TRANSFER OF SPECIAL REVENUE FUNDS TO GENERAL FUND FOR SPECIAL REVENUE FUND PROJECTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the budget for the City of Orange Beach for the Fiscal Year 2024 consisting of pages 1-27 (attached Exhibit A) is approved and adopted by the City Council;
2. That the aforementioned budget includes the transfer of $751,000 of Special Revenue Funds to the General Fund to help pay the cost of the various Special Revenue Fund projects; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2023.

____
Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2023.

____
City Clerk

2024 BUDGET
Draft

CITY OF ORANGE BEACH, ALABAMA

Revised November 7, 2023

2024 Budget Totals

REVENUES	2023 Budget	2024 Budget	Difference
001-000-200 AD VALOREM TAXES	5,500,000	5,500,000	0
001-000-201 BEER TAXES	600,000	600,000	0
001-000-202 WINE TAXES	60,000	60,000	0
001-000-203 GASOLINE TAX	90,000	90,000	0
001-000-204 FRANCHISE TAX	1,500,000	1,600,000	100,000
001-000-205 SALES TAX	16,000,000	18,500,000	2,500,000
001-000-206 TOBACCO TAX	60,000	50,000	-10,000
001-000-207 LODGING TAX	31,500,000	33,500,000	2,000,000
001-000-208 USE TAX	1,000,000	2,000,000	1,000,000
001-000-209 RENTAL TAX	400,000	500,000	100,000
001-000-226 BUSINESS LICENSE	2,750,000	3,000,000	250,000
001-000-227 SIGN MAINTENANCE FEE	0	0	0
001-000-228 BUILDING PERMITS	1,300,000	1,000,000	-300,000
001-000-230 SIGN PERMITS	4,000	4,000	0
Major Revenue Total	**60,764,000**	**66,404,000**	**5,640,000**
			0
001-000-231 IMPACT FEE P & R	150,000	150,000	0
001-000-232 IMPACT FEE FIRE	100,000	100,000	0
001-000-233 IMPACT FEE POLICE	30,000	30,000	0
001-000-234 IMPACT FEE TRANS	150,000	150,000	0
001-000-235 IMPACT FEE LIBRARY	14,000	14,000	0
001-000-236 CONSTR IND CRAFT TRAIN FEE	0		0
001-000-251 ADEM (COASTAL MGT)	37,500	37,500	0
001-000-256 STATE PARK REIMBURSEMENT	50,000	60,000	10,000
001-000-257 CVB SPORTSPLEX REIMBURSEMENT	200,000	200,000	0
001-000-260 FIN INSTI EXCISE TAX	75,000	75,000	0
001-000-261 OIL PRODUCTION PRIV TAX	1,000	1,000	0
001-000-262 2% TAX ON ABC STORE SALES	30,000	30,000	0
001-000-265 NATURE CONSERVANCY GRANT	128,750		-128,750
001-000-267 GOMESA GRANT	0		0
001-000-269 GOM RESTORE P'SHIP	1,314,500		-1,314,500
001-000-272 TAP SIDEWALK GRANT	387,200	387,200	0
001-000-273 CANAL ROAD (RESTORE)	4,260,000	2,750,000	-1,510,000
001-000-275 SEA TURTLE (RESTORE)	450,000	870,000	420,000
001-000-276 AL POINT SEAWALL (RESTORE)	400,000	411,000	11,000
001-000-277 WILDLIFE REHAB CENTER (RESTORE)	458,500	1,093,600	635,100
001-000-278 ALTERNATIVE ANALYSIS (RESTORE)	125,000		-125,000
001-000-280 HAZARD MITIGATION SAFE ROOM GR	1,500,000		-1,500,000
001-000-281 P&R SALES REVENUE	200,000	265,000	65,000
001-000-282 P&R SALES TAX	20,000	26,500	6,500
001-000-283 P&R SALES TAX PAID	-20,000	-20,000	0
001-000-285 FEMA PORT SECURITY GRANT POLICE	522,186	328,000	-194,186
001-000-290 OTHER GRANTS	10,482,713	7,550,899	
001-000-301 BOA VARIANCE/APPEAL FEE	1,000	1,000	0
001-000-304 PLANNING APPLICATIONS	45,000	45,000	0
001-000-307 CONTRACTS/SVCI RGTS	855,000	855,000	0
001-000-310 COPIES	4,000	4,000	0
001-000-311 PERSONNEL SVC REIM	141,000	141,000	0
001-000-313 FINES/RESTITUTIONS	510,000	510,000	0
001-000-316 GIFTS	30,000	30,000	0
001-000-319 INTEREST EARNED	450,000	2,000,000	1,550,000
001-000-325 MISCELLANEOUS INCOME	55,000	55,000	0
001-000-326 COASTAL RESOURCES PROCEEDS	25,000	25,000	0
001-000-327 WWLC FEES	45,000	45,000	0
001-000-328 P&R CONCESSION SALES	257,474	295,000	37,526

2024 Budget Totals

REVENUES	2023 Budget	2024 Budget	Difference
001-000-330 P&R FACILITY FEES	185,000	400,000	215,000
001-000-332 P&R LESSONS	5,000	40,000	35,000
001-000-334 P&R PROGRAM FEES	45,000	85,000	40,000
001-000-336 EXPECT EXCELLENCE FEE	385,000	145,000	-240,000
001-000-337 RENTALS - LAND/BLDGS	150,000	150,000	0
001-000-338 FIRE EMS REVENUE	375,000	375,000	0
001-000-339 PERFORMING ARTS CENTER	90,000	50,000	-40,000
001-000-340 SURPLUS PROCEEDS	50,000	50,000	0
001-000-341 FESTIVAL REVENUE	30,000	30,000	0
001-000-342 GOLF CART PERMITS	0		
001-000-343 TENNIS CTR FEES	0		
Grant Total	**20,028,849**	**13,390,699**	
Other GF	**4,770,974**	**6,450,000**	
Total Other GF	**24,799,823**	**19,840,699**	**-2,027,310**
001-000-354 FIN FROM OTHER SOURCES	0		0
001-000-355 PROCEEDS INS CLAIM	0		0
001-000-356 PROCEEDS BR AGMT	182,900	182,900	0
001-000-360 BALDWIN BRIDGE FEE	0		0
001-000-361 TSF FROM SPEC REV FUND	751,000	751,000	0
001-000-365 TSF FROM SEW FD	2,756,000	1,500,000	-1,256,000
001-000-367 (GAIN)/LOSS ON INVESTMENTS	0		0
200-000-364 TSF FROM GENERAL FUND	1,461,425	1,461,425	0
Transfers	**5,151,325**	**3,895,325**	**-1,256,000**
100-000-284 VEHICLE TAGS	25,000	25,000	0
100-000-285 VEHICLE TAX	65,000	65,000	0
100-000-286 STATE PETRO FEE	2,500	2,500	0
100-000-287 STATE 4 CENT TAX	8,500	8,500	0
100-000-288 STATE 5 CENT TAX	4,500	4,500	0
100-000-289 STATE 7 CENT TAX	15,000	15,000	0
100-000-290 STATE VEHICLE LIC	1,500	1,500	0
100-000-291 FIRE DEPT TAX	5,000	5,000	0
100-000-292 AL TRUST FUND DIST	55,000	55,000	0
100-000-293 CT CORRECTION FUND	32,500	0	-32,500
100-000-294 JUSTICE ACT FUND	5,000	0	-5,000
100-000-295 1% SALES TX FD	0		0
100-000-297 CT CLK JUD ADMIN FUND	32,500	32,500	0
100-000-298 ABM CONSERVATION FUND	464,000		-464,000
100-000-299 PKBM CONSERVATION FUND	0		0
100-000-300 REBUILD AL GAS TAX	35,000	35,000	0
100-000-319 INTEREST EARNED	0	5,000	5,000
200-000-319 INTEREST EARNED	2,000	30,000	28,000
Special Revenue	**753,000**	**284,500**	**-468,500**
403-000-275 SEWER SERVICE FEES	7,595,000	7,200,000	-395,000
403-000-276 SEWER TAP FEES	150,000	150,000	0
403-000-277 INSPECTION FEES	0		0
403-000-278 GARBAGE SVC FEES	0		0
403-000-319 INTEREST EARNED	100,000	100,000	0
403-000-325 MISCELLANEOUS INCOME	5,000	5,000	0
403-000-367 GAIN/(LOSS) ON INVESTMENTS	0		0
404-000-280 GARBAGE SVC FEES	2,650,000	2,750,000	100,000
404-000-325 MISCELLANEOUS INCOME	5,000	5,000	0
411-000-275 EVENT RENTAL FEES	100,000	100,000	0

2024 Budget Totals

REVENUES	2023 Budget	2024 Budget	Difference
411-000-276 USAGE FEES	32,000	32,000	0
411-000-277 COMM CTR RENTAL FEES	10,000	10,000	0
425-000-285 SERVICE FEES	1,300,000	1,300,000	0
428-000-249 COB ALLOCATION	0		0
428-000-250 OPERATING REVENUES	0		0
428-000-255 GRANTS	0		0
428-000-316 DONATIONS	0		0
428-000-319 INTEREST INCOME	0		0
430-000-275 RENTAL FEES	190,000	230,000	40,000
430-000-280 TICKET SALES	3,500	4,500	1,000
430-000-281 SALES REVENUE	230,000	235,000	5,000
430-000-282 SALES TAX	23,000	23,500	500
430-000-285 AL COUN ARTS GRANT	2,000	2,000	0
430-000-316 GIFTS	1,500	1,500	0
430-000-319 INTEREST EARNED	0	0	0
430-000-325 MISCELLANEOUS INCOME	2,000	2,000	0
430-000-332 LESSONS	80,000	85,000	5,000
430-000-334 PROGRAMS	26,000	30,000	4,000
430-000-335 FESTIVALS REVENUE	35,000	35,000	0
ENTERPRISE TOTAL	**12,759,500**	**12,482,500**	**-277,000**
GF Major Revenue	**60,764,000**	**66,404,000**	**5,640,000**
GF Other	**4,770,974**	**6,450,000**	**1,679,026**
Grant Reimbursement	**20,028,849**	**13,390,699**	**-6,638,150**
Enterprise	**12,759,500**	**12,482,500**	**-277,000**
Revenue Subtotal	**98,323,323**	**98,727,199**	**403,876**
Expenditure			
000 000			
001-000-805 TRANSFER TO DEBT SVS FUND	9,122,525	10,130,095	1,007,570
001-000-903 TRANSFER TO SPEC REV FUND	0	0	0
001-000-904 TSF TO EVENTS CTR FUND	923,029	923,701	672
001-000-906 TSF TO WHARF	2,500,000	2,500,000	0
001-000-907 TSF TO ARTS	312,707	443,717	131,010
001-000-908 TSF TO REFUSE FUND	371,142	1,270,000	898,858
001-000-909 CITY HEALTH EXPENSE	5,650,000	5,650,000	0
001-000-910 HURR SALLY	1,000,000		-1,000,000
001-000-911 LIBRARY AID	683,558	742,000	58,442
001-000-913 TSF TO OTHER GOVT	6,700,000	8,000,000	1,300,000
403-000-830 BOND INTEREST EXP	0		0
TRANSFER TOTALS	**27,262,961**	**29,659,513**	**2,396,552**

2024 CAPITAL REQUEST

	Description	Expense	Reimbursement	Notes	
001-601-730	ADMIN CAPITAL EQUIPMENT	40,000		Replace Van	
001-601-731	ADMIN CAPITAL PROJECTS	1,700,000		City Hall Addition, Vet Memorial $200k	
001-601-732	SCHOOL CAPITAL				
001-601-733	FIBER PROJECT	200,000			
001-601-734	HAZARD MITIGATION SAFE ROOM				
001-601-735	CoastAL DEVELOPMENT				
001-601-736	PERFORMING ARTS CAPITAL				
001-601-737	CITYWIDE RENOVATIONS	300,000		Citywide Camera	
001-602-730	COURT CAPITAL EQUIPMENT				
001-603-730	FINANCE CAPITAL EQUIP				
001-604-710	POLICE STATION CONSTRUCTION	1,000,000		Roof, waterline repair	
001-604-730	POLICE CAPITAL EQUIPMENT	1,350,000		8 replace patrol($666K), Marine Truck replace($97k), Intel replace($63k), 2 beach truck replace($180K),Record Manage Replace($200k), Computer ($40k), 4 signs/	
001-604-731	FEMA PORT SECURITY POLICE GRANT	438,000	328,000	City Match $110k	
001-605-730	CORRECTIONS CAPITAL EQUIP				
001-606-730	COMMUNICATIONS CAPITAL				
001-607-710	FIRE STATION RENOVATION	800,000		Planning and architecture for Station 1	
001-607-711	FIRE STATION 5				
001-607-712	FIRE BOAT FEMA				
001-607-730	FIRE CAPITAL EQUIPMENT	933,480		Ambulance($450k), ~~4 power cots($180k),~~ Carryover 23-station alert, beach 11, fire boat pump(195K), 2 UTV (55k), Lifeguard Tower (89K)$CD Truck ($50k)	
001-608-720	ROADWAYS/PAVING/RESURFACE	1,000,000			
001-608-730	STREET CAPITAL EQUIPMENT	160,000		Mosquito truck ($55k), Cargo Van ($60k), Truck 2021 budget ($45)	
001-608-751	WOLF BAY BRIDGE	50,000			
001-608-756	BEAVER CREEK	250,000			
001-608-753	REC TRAIL PJT				
001-608-754	POWERLINE ROAD	1,900,000			
001-608-755	JUBILEE POINT ROAD IMPROVEMENT				
001-609-711	RECREATION CTR COMPLEX	840,000		Rec Center and Music Studio Roof	
001-609-712	EXPECT E EQUIPMENT	150,000		2 passenger vans	
001-609-721	SPORTSPLEX	1,824,950		Cargo Van $50k, Kubota Buggy w/dumb bed ($25k), Softball/Baseball Field $1,750,000	
001-609-7xx	POOL	319,500		Timing system. Building renovation	
001-609-7xx	Sr. Center				
001-609-725	WATERFRONT PARK				
001-609-728	GOLF COURSE	100,000		Putting Green, renovation of pro shop	
001-609-730	P & R CAPITAL EQUIPMENT				
001-609-754	ART CENTER	250,000		Pavilion	
001-611-751	BEACH RENOURISHMENT (FEMA)	11,674,177	6,279,534		5,394,643
001-611-752	COASTAL FACILITIES	275,000			
001-611-753	TAP SIDEWALK GRANT	1,680,000	387,200		
001-611-755	SIDEWALK EAST CANAL	4,050,000			
001-612-730	LANDSCAPE CAPITAL	139,000		Tractor ($39k), Truck ($55k), Truck Budget 2021	
001-613-730	COMMUNITY DEVELOPMENT CAPITAL EQUIP	45,000		City Engineer Vehicle	
001-614-730	COASTAL RESOURCE CAPITAL EQUIP	157,000	25,000	Replace Trash Truck(55k), Replace Skiff(25k), 2014 SUV(40k), 2013 Truck(50k), UTV (23k), Dump bed for Truck(19K)	
001-614-731	GOMESA WATERWAY ENHANCEMENT	505,000	505,000	Grant closes 12/24. Remaining funds will be used for salary, marketing materials, and recycling.	
001-614-732	SEA TURTLE (RESTORE)	870,000	870,000	Additional funds have been requested from NRDA to cover the project 100%.	
001-614-733	COASTAL WILDLIFE CENTER	1,093,600	1,093,600	Interior Buildout- RESTORE funded	
001-614-734	SHOOTING RANGE	1,000,000			
001-614-738	WATERFRONT SHORELINE PROJECT	370,000		Boardwalk, trail, small dredging	
001-614-736	ROSEMARY DUNES CABINS			Project on hold	
001-614-737	CANOE TRAIL (FEMA) PIERS		257,385	24 reimbursement	
001-614-739	AL POINT FISH PARK (FEMA)	200,000	411,000	Project should be completed by Dec 23, carryover for billing and closeout	
001-614-740	NFWF MARINE DEBRIS	183,980	183,980	Total funding is $367,949.44 though 12/2025. Funds will be used to remove large scale marine debris.	
001-614-741	PPBEP GREENHOUSE PROJECT	120,000	100,000	Greenhouse $100,000 and plant materials $20,000	
001-615-703	RESTORE CANAL ROAD EAST	4,000,000	2,750,000		
001-615-704	AL POINT FISH PARK PHASE 3	240,000	200,000	Phase 3 cost is $238,831.15, project should be completed in Dec, anticipate billing for it into Q1 of 2024	
403-676-710	SEWER PLANT UPGRADES				
403-676-720	SEWER GROUND UPGRADES				
403-676-730	SEWER CAPITAL EQUIPMENT	658,000		Replace equipment	
404-000-054	REFUSE	252,000		Knuckleboom and UTV	
411-681-710	EVENT BUILDING UPGRADES	400,000		Community Center Paint, New Roof, Additional Storage, ADA bathrooms	
411-681-730	EVENT CAPITAL EQUIPMENT	80,000		Chairs	
	TOTAL CAPITAL EQUIPMENT AND PROJECTS	**41,598,687**	**13,390,699**		

ADMIN DEPARTMENT				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
001-001-401	SALARIES	1,641,329		1,458,151
001-001-402	OVERTIME	6,000		6,000
001-001-460	RETIREMENT	81,250		71,000
001-001-470	FICA	128,000		101,000
001-001-490	SUTA	2,200		1,000
001-001-491	INSURANCE/WORK COMP	450,000		700,000
001-001-507	EQUIPMENT/SMALL	86,500		138,000
001-001-510	GAS/OIL	10,000		10,000
001-001-513	SUPPLIES/JANITORIAL	2,000		2,000
001-001-515	SUPPLIES/OFFICE	2,500		-
001-001-516	SUPPLIES/OPERATING	36,500		40,000
001-001-540	UNIFORMS	2,400		2,400
001-001-605	COMMUNICATIONS	92,500		92,500
001-001-608	DUES/MEMBERSHIP/SUBSCRIP	17,000		17,000
001-001-610	INSURANCE/PTY&LIAB	720,000		875,000
001-001-612	PROFESSIONAL FEES	1,182,300		1,090,700
001-001-616	RPR/MAINT PLANT/BLDGS	169,000		204,000
001-001-618	RPR/MAINT EQUIPMENT	25,000		12,000
001-001-622	RPR/MAINT VEHICLES	11,000		11,000
001-001-630	TRAINING/TRAVEL	147,500		265,500
001-001-635	UTILITIES	32,000		35,000
001-001-640	SAFETY COMMITTEE	10,000		10,000
001-001-641	EMPLOYEE ADVISORY COMM	10,000		10,000
001-001-645	AID TO OTHER GOVTS	248,500		323,500
001-001-650	EXHIBITIONS & PROMOTIONS	130,000		140,000
	TOTAL EXPENSES	**5,243,479**		**5,615,751**

ART DEPARTMENT			
		2023	2024
ACCOUNT	DESCRIPTION	BUDGETED	BUDGET
	REVENUES		
430-000-275	RENTAL FEES	190,000	230,000
430-000-280	TICKET SALES	3,500	4,500
430-000-281	SALES REVENUE	230,000	235,000
430-000-282	SALES TAX	23,000	23,500
430-000-285	AL COUN ARTS GRANT	2,000	2,000
430-000-316	GIFTS	1,500	1,500
430-000-325	MISCELLANEOUS INCOME	2,000	2,000
430-000-332	LESSONS	80,000	85,000
430-000-334	PROGRAMS	26,000	30,000
430-000-335	FESTIVALS REVENUE	35,000	35,000
	TOTAL REVENUE	**593,000**	**648,500**
	OPERATING EXPENSES		
430-682-401	SALARIES	459,657	485,400
430-682-402	OVERTIME	7,000	7,500
430-682-460	RETIREMENT	24,000	29,683
430-682-470	FICA	36,500	33,854
430-682-490	SUTA	650	200
430-682-507	EQUIPMENT/SMALL	17,000	18,000
430-682-510	GAS/OIL	500	500
430-682-513	SUPPLIES/JANITORIAL	3,400	3,600
430-682-515	SUPPLIES/OFFICE	1,700	
430-682-516	SUPPLIES/OPERATING	18,000	21,700
430-682-605	COMMUNICATIONS	10,700	10,800
430-682-612	PROFESSIONAL FEES	45,000	46,500
430-682-614	RENTALS	-	-
430-682-616	RPR/MAINT PLANT/BLDGS	8,000	65,800
430-682-618	RPR/MAINT EQUIPMENT	8,000	9,000
430-682-620	RPR/MAINT GROUNDS	2,500	69,080
430-682-622	RPR/MAINT VEHICLES	1,500	1,500
430-682-630	TRAINING/TRAVEL	1,600	1,600
430-682-635	UTILITIES	38,000	59,000
430-682-649	FESTIVALS EXPENSES	33,000	34,500
430-682-650	EXHIBITIONS & PROMOTIONS	15,000	19,500
430-682-659	RESALE INV/CENTER	27,000	27,500
430-682-660	RESALE INV/ARTISTS	120,000	120,000
430-682-661	SALES TAX PAID	27,000	27,000
	TOTAL EXPENSES	**905,707**	**1,092,217**

COMMUNITY DEVELOPMENT DEPARTMENT				
		2023		**2024**
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
001-000-228	BUILDING PERMITS	1,300,000		1,300,000
001-000-230	SIGN PERMITS	4,000		3,000
001-000-231	IMPACT FEE P & R	150,000		150,000
001-000-232	IMPACT FEE FIRE	100,000		100,000
001-000-233	IMPACT FEE POLICE	30,000		30,000
001-000-234	IMPACT FEE TRANS	150,000		150,000
001-000-235	IMPACT FEE LIBRARY	14,000		14,000
001-000-301	BOA VARIANCE/APPEAL FEE	1,000		1,000
001-000-304	PLANNING APPLICATIONS	45,000		43,000
	TOTAL REVENUES	**1,794,000**		**1,347,000**
001-030-401	SALARIES	1,031,764		1,070,798
001-030-402	OVERTIME	-		-
001-030-460	RETIREMENT	63,000		63,000
001-030-470	FICA	80,000		80,000
001-030-490	SUTA	730		250
001-030-507	EQUIPMENT/SMALL	40,000		48,500
001-030-510	GAS/OIL	14,000		12,000
001-030-513	SUPPLIES/JANITORIAL	1,800		2,000
001-030-516	SUPPLIES/OPERATING	49,000		40,500
001-030-540	UNIFORMS	4,000		4,000
001-030-605	COMMUNICATIONS	20,000		20,000
001-030-608	DUES/MEMBERSHIP/SUBS	2,500		2,700
001-030-612	PROFESSIONAL FEES	165,000		150,000
001-030-614	RENTALS	200		200
001-030-616	RPR/MAINT PLANT/BLDG	5,000		3,000
001-030-618	RPR/MAINT EQUIPMENT	3,000		4,000
001-030-620	RPR/MAINT GROUNDS	1,000		1,000
001-030-622	RPR/MAINT VEHICLES	9,000		13,500
001-030-630	TRAINING/TRAVEL	40,000		40,000
001-030-635	UTILITIES	40,000		40,000
	TOTAL EXPENSES	**1,569,994**		**1,595,448**

COMMUNICATIONS DEPARTMENT

ACCOUNT	DESCRIPTION	2023 BUDGETED		2024 BUDGET
001-120-401	SALARIES	405,497		460,000
001-120-402	OVERTIME	65,000		68,000
001-120-460	RETIREMENT	22,000		27,650
001-120-470	FICA	34,000		39,245
001-120-490	SUTA	540		250
001-120-507	EQUIPMENT/SMALL	26,250		35,000
001-120-515	SUPPLIES/OFFICE	1,000		-
001-120-516	SUPPLIES/OPERATING	2,500		3,500
001-120-540	UNIFORMS	7,500		9,500
001-120-605	COMMUNICATIONS	30,260		32,000
001-120-608	DUES/MEMBERSHIP/SUBSCRIP	2,000		3,000
001-120-612	PROFESSIONAL FEES	50,000		61,190
001-120-618	RPR/MAINT EQUIPMENT	6,000		6,000
001-120-630	TRAINING/TRAVEL	10,000		15,000
	TOTAL EXPENSES	**662,547**		**760,335**

CORRECTIONS				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
001-110-401	SALARIES	605,198		516,694
001-110-402	OVERTIME	60,000		60,000
001-110-460	RETIREMENT	34,000		36,000
001-110-470	FICA	51,000		44,000
001-110-490	SUTA	750		200
001-110-507	EQUIPMENT/SMALL	10,000		11,000
001-110-510	GAS/OIL	1,800		1,800
001-110-513	SUPPLIES/JANITORIAL	4,000		4,000
001-110-515	SUPPLIES/OFFICE	800		-
001-110-516	SUPPLIES/OPERATING	36,000		64,000
001-110-540	UNIFORMS	8,500		12,000
001-110-605	COMMUNICATIONS	2,600		2,600
001-110-608	DUES/MEMBERSHIP/SUBSCRIP	500		800
001-110-612	PROFESSIONAL FEES	31,000		45,000
001-110-616	RPR/MAINT PLANT/BLDGS	82,700		43,200
001-110-618	RPR/MAINT EQUIPMENT	3,000		3,000
001-110-622	RPR/MAINT VEHICLES	3,000		3,000
001-110-630	TRAINING/TRAVEL	10,000		10,000
	TOTAL EXPENSES	**944,848**		**857,294**

COURT DEPARTMENT				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
001-010-401	SALARIES	237,181		244,553
001-010-402	OVERTIME	26,000		19,000
001-010-460	RETIREMENT	14,500		17,000
001-010-470	FICA	20,000		20,000
001-010-490	SUTA	210		100
001-010-507	EQUIPMENT/SMALL	2,000		1,000
001-010-510	GAS/OIL	200		200
001-010-513	SUPPLIES/JANITORIAL	4,000		4,500
001-010-516	SUPPLIES/OPERATING	10,400		8,000
001-010-540	UNIFORMS	1,000		800
001-010-605	COMMUNICATIONS	3,000		2,700
001-010-608	DUES/MEMBERSHIP/SUBSCRIP	2,500		3,000
001-010-612	PROFESSIONAL FEES	135,000		141,000
001-010-616	RPR/MAINT PLANT/BLDGS	55,000		10,000
001-010-622	RPR/MAINT VEHICLES	1,500		1,000
001-010-630	TRAINING/TRAVEL	2,000		1,500
	TOTAL EXPENSES	**514,491**		**474,353**

COASTAL RESOURCES DEPARTMENT

ACCOUNT	DESCRIPTION	2023 BUDGETED		2024 BUDGET
001-410-401	SALARIES	1,489,608		1,605,722
001-410-402	OVERTIME	10,000		10,000
001-410-460	RETIREMENT	63,000		81,000
001-410-470	FICA	116,000		123,000
001-410-490	SUTA	2,900		1,000
001-410-507	EQUIPMENT/SMALL	125,000		125,000
001-410-510	GAS/OIL	82,500		82,500
001-410-513	SUPPLIES/JANITORIAL	11,000		10,000
001-410-516	SUPPLIES/OPERATING	93,000		95,000
001-410-540	UNIFORMS	7,200		9,200
001-410-605	COMMUNICATIONS	33,000		33,000
001-410-608	DUES/MEMBERSHIP/SUBSCRIP	3,275		3,275
001-410-612	PROFESSIONAL FEES	90,000		75,000
001-410-614	RENTALS	30,000		20,000
001-410-616	RPR/MAINT PLANT/BLDGS	35,000		35,000
001-410-618	RPR/MAINT EQUIPMENT	45,000		45,000
001-410-620	RPR/MAINT GROUNDS	40,000		40,000
001-410-622	RPR/MAINT VEHICLES	28,500		28,500
001-410-630	TRAINING/TRAVEL	18,000		18,000
001-410-635	UTILITIES	60,000		69,000
001-410-640	EMA	100,000		130,000
001-410-650	AUDUBON	160,000		100,000
001-410-652	STATE PARK EXPENSES	20,000		20,000
	TOTAL EXPENSES	**2,662,983**		**2,759,197**

EXPECT EXCELLENCE DEPARTMENT				
		2023		**2024**
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
001-350-401	SALARIES	1,853,978		2,120,768
001-350-402	OVERTIME	7,000		8,000
001-350-460	RETIREMENT	55,619		50,400
001-350-470	FICA	144,000		152,312
001-350-490	SUTA	5,500		3,000
001-350-507	EQUIPMENT/SMALL	27,000		76,000
001-350-510	GAS/OIL	2,000		4,000
001-350-515	SUPPLIES/OFFICE	10,000		-
001-350-516	SUPPLIES/OPERATING	53,000		58,000
001-350-540	UNIFORMS	3,000		5,000
001-350-605	COMMUNICATIONS	3,500		5,000
001-350-612	PROFESSIONAL FEES	101,000		28,000
001-350-616	RPR/MAINT PLANT/BLDGS	-		35,000
001-350-618	RPR/MAINT EQUIPMENT	1,250		1,250
001-350-622	RPR/MAINT VEHICLES	10,000		10,000
001-350-630	TRAINING/TRAVEL	3,000		3,000
001-350-635	UTILITIES	-		-
	TOTAL EXPENSES	**2,279,847**		**2,559,730**

EVENT DEPARTMENT				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
	REVENUES			
411-000-275	EVENT RENTAL FEES	100,000		150,000
411-000-276	USAGE FEES	32,000		40,000
411-000-277	COMMUNITY CTR FEES	10,000		10,000
	TOTAL REVENUE	**142,000**		**200,000**
	OPERATING EXPENSES			
411-681-401	SALARIES	285,009		312,397
411-681-402	OVERTIME	7,500		7,500
411-681-460	RETIREMENT	16,000		18,856
411-681-470	FICA	23,000		23,898
411-681-490	SUTA	320		150
411-681-507	EQUIPMENT/SMALL	45,000		45,000
411-681-510	GAS/OIL	5,000		5,000
411-681-513	SUPPLIES/JANITORIAL	9,000		12,000
411-681-516	SUPPLIES/OPERATING	19,800		22,000
411-681-540	UNIFORMS	1,400		1,500
411-681-605	COMMUNICATIONS	10,000		10,000
411-681-608	DUES/MBRSHIPS/SUBSCRIPTI	-		400
411-681-612	PROFESSIONAL FEES	2,000		2,000
411-681-614	RENTALS	2,000		2,000
411-681-616	RPR/MAINT BUILDING	100,500		80,000
411-681-618	RPR/MAINT EQUIPMENT	5,000		17,000
411-681-620	RPR/MAINT GROUNDS	2,000		2,000
411-681-622	RPR/MAINT VEHICLES	3,000		3,000
411-681-630	TRAINING/TRAVEL	2,000		4,000
411-681-635	UTILITIES	63,000		65,000
411-681-650	EXHIBITS & PROMOTIONS	10,000		10,000
	TOTAL EXPENSES	**611,529**		**643,701**

FINANCE				
		2023		**2024**
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
001-020-401	SALARIES	842,043		788,253
001-020-402	OVERTIME	1,000		1,000
001-020-460	RETIREMENT	50,000		53,970
001-020-470	FICA	60,000		59,058
001-020-490	SUTA	700		200
001-020-507	EQUIPMENT/SMALL	7,500		82,500
001-020-510	GAS/OIL	1,500		3,000
001-020-516	SUPPLIES/OPERATING	16,000		16,000
001-020-540	UNIFORMS	500		500
001-020-605	COMMUNICATIONS	35,000		35,000
001-020-608	DUES/MEMBERSHIP/SUBSCRIP	500		500
001-020-612	PROFESSIONAL FEES	120,000		170,000
001-020-616	RPR/MAINT PLANT/BLDGS	5,000		35,000
001-020-618	RPR/MAINT EQUIP	500		500
001-020-622	RPR/MAINT VEHICLES	500		500
001-020-630	TRAINING/TRAVEL	15,000		17,000
001-020-635	UTILITIES	12,000		18,000
	TOTAL EXPENSES	**1,167,743**		**1,280,981**

FIRE DEPARTMENT				
		2023		2024
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
001-175-401	SALARIES	6,160,000		6,512,632
001-175-402	OVERTIME	274,000		340,000
001-175-460	RETIREMENT	405,682		390,000
001-175-470	FICA	490,000		482,500
001-175-490	SUTA	6,150		2,000
001-175-507	EQUIPMENT/SMALL	450,000		450,000
001-175-510	GAS/OIL	90,000		100,000
001-175-513	SUPPLIES/JANITORIAL	11,000		12,000
001-175-516	SUPPLIES/OPERATING	124,000		135,000
001-175-540	UNIFORMS	48,000		70,000
001-175-605	COMMUNICATIONS	52,500		65,000
001-175-608	DUES/MEMBERSHIP/SUBSCRIP	5,000		5,000
001-175-612	PROFESSIONAL FEES	257,200		318,690
001-175-614	RENTALS	18,500		30,000
001-175-616	RPR/MAINT PLANT/BLDGS	150,000		170,000
001-175-618	RPR MAINT/EQUIPMENT	38,000		50,000
001-175-622	RPR/MAINT VEHICLES	140,000		150,000
001-175-630	TRAINING/TRAVEL	85,000		100,000
001-175-635	UTILITIES	68,250		75,000
	TOTAL EXPENSES	**8,873,282**		**9,457,822**

LANDSCAPE DEPARTMENT				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
001-210-401	SALARIES	1,290,767		1,369,496
001-210-402	OVERTIME	50,000		30,000
001-210-460	RETIREMENT	66,000		93,700
001-210-470	FICA	88,000		104,684
001-210-490	SUTA	1,650		500
001-210-507	EQUIPMENT/SMALL	50,000		50,000
001-210-510	GAS/OIL	76,000		76,000
001-210-516	SUPPLIES/OPERATING	125,900		135,235
001-210-540	UNIFORMS	8,910		8,910
001-210-605	COMMUNICATIONS	11,000		11,000
001-210-612	PROFESSIONAL FEES	25,000		100,000
001-210-614	RENTALS	3,000		3,000
001-210-616	RPR/MAINT PLANT/BLDG	4,125		45,000
001-210-618	RPR/MAINT EQUIPMENT	55,000		65,000
001-210-620	RPR/MAINT GROUNDS	132,000		175,000
001-210-622	RPR/MAINT VEHICLES	22,000		22,000
001-210-630	TRAINING/TRAVEL	4,000		4,000
001-210-635	UTILITIES	3,420		3,420
	TOTAL EXPENSES	**2,016,772**		**2,296,945**

	PARK & REC DEPARTMENT							
		2023	**2024**					
ACCOUNT	**DESCRIPTION**	**BUDGETED**	**BUDGET**					
	REVENUE			Sportsplex	Pool	Golf	Sr. Center	All Other Divisions
001-000-281	SALES REVENUE	230,000	265,000			265,000		
001-000-282	SALES TAX	23,000	26,500			26,500		
001-000-328	CONCESSIONS & VENDING	275,000	295,000	295,000				
001-000-330	FACILITY FEES	227,000	254,000	75,000	14,000	150,000	15,000	
001-000-332	LESSONS	11,250	11,250		5,000		6,000	
001-000-334	PROGRAM FEES	76,300	86,500	85,000			1,500	2,000
	TOTAL REVENUE	**842,550**	**938,250**	455,000	19,000	441,500	22,500	2,000
	OPERATING EXPENSES			Sportsplex	Pool	Golf	Sr. Center	All Other Divisions
001-300-401	SALARIES	1,000,286	957,000	414,000	270,000	128,000	100,000	45,000
001-300-402	OVERTIME	18,000	19,200	15,000	1,200	1,000	1,000	1,000
001-300-460	RETIREMENT	38,000	42,000	21,000	7,500	6,500	7,000	
001-300-470	FICA	79,000	67,100	30,000	20,000	9,500	7,600	
001-300-490	SUTA	2,800	990	500	290	100	100	
001-300-507	EQUIPMENT/SMALL	79,500	140,640	111,040	14,000	10,000	4,600	1,000
001-300-510	GAS/OIL	4,200	4,400	3,800	-	-	600	
001-300-513	SUPPLIES/JANITORIAL	5,100	7,300	3,000	2,000	1,000	1,000	300
001-300-516	SUPPLIES/OPERATING	303,500	326,000	279,500	8,000	30,000	7,500	1,000
001-300-540	UNIFORMS	6,800	7,350	2,800	3,200	1,000	200	150
001-300-605	COMMUNICATIONS	15,500	17,100	4,700	2,500	4,000	4,500	1,400
001-300-608	DUES/MEMBERSHIP/SUBSCRIPT	1,500	1,855	1,555	-	200	100	
001-300-612	PROFESSIONAL FEES	84,500	161,160	124,000	5,000	22,000	9,360	800
001-300-614	RENTALS	12,200	11,200	10,000	-	1,200		
001-300-616	RPR/MAINT PLANT/BLDGS	208,820	373,300	80,000	240,000	60,000	24,500	800
001-300-618	RPR/MAINT EQUIPMENT	19,500	81,100	70,800	7,000	2,000	1,000	300
001-300-620	RPR/MAINT GROUNDS	47,300	63,900	55,000	900	2,000	5,500	500
001-300-622	RPR/MAINT VEHICLES	2,000	6,300	5,500	-		800	
001-300-630	TRAINING/TRAVEL	3,000	8,000	2,500	4,000	1,000	500	
001-300-635	UTILITIES	211,600	186,000	80,000	75,000	20,000	8,000	3,000
001-300-650	EXHIBITIONS & PROMOTIONS	25,000	11,000			10,000		1,000
001-300-660	COST OF GOODS SOLD RETAIL	15,500	25,300			25,000		300
	TOTAL EXPENSES	**2,183,606**	**2,518,195**	1,314,695	660,590	334,500	183,860	56,550

PERFORMING ARTS				
		2023		**2024**
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
001-375-401	SALARIES	175,811		281,604
001-375-402	OVERTIME	25,000		15,000
001-375-460	RETIREMENT	8,000		12,500
001-375-470	FICA	17,000		20,000
001-375-490	SUTA	300		100
001-375-507	EQUIPMENT/SMALL	55,541		65,000
001-375-510	GAS/OIL	-		1,000
001-375-513	SUPPLIES/JANITORIAL	-		1,000
001-375-515	SUPPLIES/OFFICE	5,215		-
001-375-516	SUPPLIES/OPERATING	21,280		30,000
001-375-540	UNIFORMS	-		500
001-375-605	COMMUNICATIONS	1,000		1,000
001-375-608	DUES/MEMBERSHIP/SUBSCIRPTIONS	-		5,050
001-375-612	PROFESSIONAL FEES	46,000		36,500
001-375-614	RENTALS	4,000		4,000
001-375-618	RPR/MAINT EQUIPMENT	-		50,000
001-375-630	TRAINING/TRAVEL	5,000		5,000
001-375-636	PRODUCTION COST	132,500		135,000
	TOTAL EXPENSES	**496,647**		**663,254**

POLICE DEPARTMENT				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
001-100-401	SALARIES	5,115,540		5,403,514
001-100-402	OVERTIME	454,250		454,250
001-100-460	RETIREMENT	330,000		353,000
001-100-470	FICA	410,000		408,000
001-100-490	SUTA	5,000		1,300
001-100-507	EQUIPMENT/SMALL	700,110		379,936
001-100-510	GAS/OIL	250,000		300,000
001-100-516	SUPPLIES/OPERATING	93,000		127,000
001-100-540	UNIFORMS	64,500		110,000
001-100-605	COMMUNICATIONS	100,019		100,019
001-100-608	DUES/MEMBERSHIP/SUBSCRIP	6,600		8,250
001-100-612	PROFESSIONAL FEES	253,676		560,561
001-100-614	RENTALS	21,400		42,385
001-100-616	RPR/MAINT PLANT/BLDGS	28,000		44,000
001-100-618	RPR/MAINT EQUIP	48,900		48,900
001-100-620	RPR/MAINT GROUNDS	20,000		51,000
001-100-622	RPR/MAINT VEHICLES	180,000		180,000
001-100-630	TRAINING/TRAVEL	120,000		135,000
001-100-635	UTILITIES	70,000		70,000
	TOTAL EXPENSES	**8,270,995**		**8,777,115**

POOL DEPARTMENT				
		2023		**2024**
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
	REVENUE			
001-000-330	FACILITY FEES	12,000		11,800
001-000-332	LESSONS	5,000		8,700
001-000-334	PROGRAM FEES	-		1,800
	TOTAL REVENUE	**17,000**		**22,300**
	OPERATING EXPENSES			
001-302-401	SALARIES	272,197		270,000
001-302-402	OVERTIME	1,000		1,200
001-302-460	RETIREMENT	7,500		7,500
001-302-470	FICA	20,000		20,000
001-302-490	SUTA	290		290
001-302-507	EQUIPMENT/SMALL	11,000		14,000
001-302-513	SUPPLIES/JANITORIAL	2,000		2,000
001-302-516	SUPPLIES/OPERATING	7,000		8,000
001-302-540	UNIFORMS	3,000		3,200
001-302-605	COMMUNICATIONS	2,500		2,500
001-302-612	PROFESSIONAL FEES	1,000		5,000
001-302-616	RPR/MAINT PLANT/BLDGS	72,320		240,000
001-302-618	RPR/MAINT EQUIPMENT	7,000		7,000
001-302-620	RPR/MAINT GROUNDS	-		900
001-302-630	TRAINING/TRAVEL	900		4,000
001-302-635	UTILITIES	85,000		75,000
	TOTAL EXPENSES	**492,707**		**650,590**

RECREATION CENTER & TENNIS				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
	REVENUE			
001-000-336	REVENUE	385,000		385,000
	TOTAL REVENUE	**385,000**		**385,000**
	OPERATING EXPENSES			
001-325-401	SALARIES	413,847		460,000
001-325-402	OVERTIME	2,000		2,000
001-325-460	RETIREMENT	22,000		25,621
001-325-470	FICA	32,500		32,767
001-325-490	SUTA	680		200
001-325-507	EQUIPMENT/SMALL	50,000		138,000
001-325-513	SUPPLIES/JANITORIAL	25,500		28,500
001-325-515	SUPPLIES/OFFICE	5,000		-
001-325-516	SUPPLIES/OPERATING	40,000		35,000
001-325-540	UNIFORMS	2,000		2,000
001-325-605	COMMUNICATIONS	18,000		10,000
001-325-612	PROFESSIONAL FEES	90,000		80,000
001-325-616	RPR/MAINT PLANT/BLDGS	135,000		185,000
001-325-618	RPR/MAINT EQUIPMENT	20,500		30,000
001-325-630	TRAINING/TRAVEL	3,000		3,000
001-325-635	UTILITIES	134,000		160,000
	TOTAL EXPENSES	**994,027**		**1,192,088**

REFUSE DEPARTMENT				
		2023		2024
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
404-677-401	SALARIES	404,717		404,000
404-677-402	OVERTIME	12,500		10,000
404-677-460	RETIREMENT	25,000		27,595
404-677-470	FICA	32,500		30,922
404-677-490	SUTA	475		175
404-677-507	EQUIPMENT/SMALL	15,000		15,000
404-677-510	GAS/OIL	92,000		92,000
404-677-516	SUPPLIES/OPERATING	16,050		22,000
404-677-540	UNIFORMS	3,850		3,850
404-677-605	COMMUNICATIONS	6,600		6,000
404-677-612	PROFESSIONAL FEES	2,421,250		2,740,000
404-677-614	RENTALS	2,000		2,000
404-677-618	RPR/MAINT EQUIPMENT	76,000		82,000
404-677-622	RPR/MAINT VEHICLES	59,000		77,000
404-677-630	TRAINING/TRAVEL	3,000		3,000
404-677-635	UTILITIES	1,200		1,200
	TOTAL EXPENSES	**3,171,142**		**3,516,742**

SEWER				
		2023		2024
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
	REVENUES			
403-000-275	SEWER SERVICE FEES	7,595,000		7,200,000
403-000-276	SEWER TAP FEES	150,000		150,000
403-000-319	INTEREST EARNED	100,000		100,000
403-000-325	MISCELLANEOUS INCOME	5,000		5,000
	TOTAL REVENUES	**7,850,000**		**7,455,000**
	OPERATING EXPENSES			
403-676-401	SALARIES	1,538,554		1,662,229
403-676-402	OVERTIME	60,000		60,000
403-676-460	RETIREMENT	93,000		110,390
403-676-470	FICA	125,000		127,449
403-676-490	SUTA	1,500		450
403-676-507	EQUIPMENT/SMALL	10,000		20,000
403-676-510	GAS/OIL	65,000		65,000
403-676-516	SUPPLIES/OPERATING	408,000		440,000
403-676-540	UNIFORMS	9,000		19,000
403-676-605	COMMUNICATIONS	36,000		36,000
403-676-612	PROFESSIONAL FEES	50,000		75,000
403-676-614	RENTALS	5,000		5,000
403-676-616	RPR/MAINT PLANT/BLDGS	750,000		750,000
403-676-618	RPR/MAINT SMALL EQUIP	10,000		10,000
403-676-622	RPR/MAINT VEHICLES	60,000		80,000
403-676-630	TRAINING/TRAVEL	10,000		10,000
403-676-635	UTILITIES	1,050,000		1,050,000
	TOTAL EXPENSES	**4,281,054**		**4,510,298**

SPORTSPLEX DEPARTMENT				
		2023		**2024**
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
	REVENUES			
001-000-328	CONCESSIONS & VENDING	275,000		275,000
001-000-330	FACILITY FEES	65,000		70,000
001-000-334	PROGRAM FEES	75,000		100,000
	TOTAL REVENUES	**415,000**		**445,000**
	OPERATING EXPENSES			
001-301-401	SALARIES	272,197		414,679
001-301-402	OVERTIME	15,000		15,000
001-301-460	RETIREMENT			21,000
001-301-470	FICA			30,000
001-301-490	SUTA			500
001-301-507	EQUIPMENT/SMALL	54,000		111,040
001-301-510	GAS/OIL	3,600		3,800
001-301-513	SUPPLIES/JANITORIAL	1,400		3,000
001-301-516	SUPPLIES/OPERATING	262,000		279,500
001-301-540	UNIFORMS	3,000		2,800
001-301-605	COMMUNICATIONS	4,000		4,700
001-301-608	DUES/MEMBERSHIP/SUBSCRIPT	80		1,555
001-301-612	PROFESSIONAL FEES	55,500		124,000
001-301-614	RENTALS	10,000		10,000
001-301-616	RPR/MAINT PLANT/BLDGS	65,500		33,800
001-301-618	RPR/MAINT EQUIPMENT	9,000		70,800
001-301-620	RPR/MAINT GROUNDS	40,000		55,000
001-301-622	RPR/MAINT VEHICLES	1,500		5,500
001-301-630	TRAINING/TRAVEL	1,100		2,500
001-301-635	UTILITIES	80,000		80,000
	TOTAL EXPENSES	**877,877**		**1,269,174**

SR CTR DEPARTMENT				
		2023		**2024**
ACCOUNT	**DESCRIPTION**	**BUDGETED**		**BUDGET**
	REVENUE			
001-000-330	FACILITY FEES	15,000		8,500
001-000-332	LESSONS	4,250		5,100
001-000-334	PROGRAM FEES	1,300		1,300
	TOTAL REVENUE	**20,550**		**14,900**
	OPERATING EXPENSES			
001-304-401	SALARIES	96,525		100,000
001-304-402	OVERTIME	15,000		1,000
001-304-460	RETIREMENT	7,000		7,000
001-304-470	FICA	7,600		7,600
001-304-490	SUTA	100		100
001-304-507	EQUIPMENT/SMALL	6,000		4,600
001-304-510	GAS/OIL	600		600
001-304-513	SUPPLIES/JANITORIAL	1,000		1,000
001-304-516	SUPPLIES/OPERATING	7,500		7,500
001-304-540	UNIFORMS	200		200
001-304-605	COMMUNICATIONS	4,500		4,500
001-304-608	DUES/MEMBERSHIP/SUBSCRIPT	100		100
001-304-612	PROFESSIONAL FEES	8,000		9,360
001-304-616	RPR/MAINT PLANT/BLDGS	8,500		24,500
001-304-618	RPR/MAINT EQUIPMENT	1,000		1,000
001-304-620	RPR/MAINT GROUNDS	4,500		5,500
001-304-622	RPR/MAINT VEHICLES	500		800
001-304-630	TRAINING/TRAVEL	500		500
001-304-635	UTILITIES	8,000		8,000
	TOTAL EXPENSES	**177,125**		**183,860**

STREET DEPARTMENT				
		2023		2024
ACCOUNT	DESCRIPTION	BUDGETED		BUDGET
001-200-401	SALARIES	1,979,626		1,936,335
001-200-402	OVERTIME	60,000		50,000
001-200-460	RETIREMENT	121,500		132,500
001-200-470	FICA	160,000		147,722
001-200-490	SUTA	2,200		700
001-200-507	EQUIPMENT/SMALL	33,000		33,000
001-200-510	GAS/OIL	110,000		120,000
001-200-513	SUPPLIES/JANITORIAL	33,000		33,000
001-200-516	SUPPLIES/OPERATING	112,500		123,750
001-200-540	UNIFORMS	11,330		11,330
001-200-605	COMMUNICATIONS	18,600		18,600
001-200-612	PROFESSIONAL FEES	25,000		60,000
001-200-614	RENTALS	10,000		10,000
001-200-616	RPR/MAINT PLANT/BLDGS	35,000		55,000
001-200-618	RPR/MAINT EQUIPMENT	123,300		136,000
001-200-620	RPR/MAINT GROUNDS	100,000		140,000
001-200-622	RPR/MAINT VEHICLES	66,000		66,000
001-200-630	TRAINING/TRAVEL	8,000		8,000
001-200-635	UTILITIES	185,000		260,000
	TOTAL EXPENSES	**3,194,056**		**3,341,937**

REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 7, 2023

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a mutual aid agreement with Lifeguard Ambulance Services, LLC, dba Medstar EMS, for the Fire Department. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-14-23 23-xxx Authorize Mutual Aid Agreement Medstar EMS Fire
2. 2023.11.02 Business Associate Agreement Medstar EMS Fire
3. 2023.11.02 Mutual Aid Agreement Medstar EMS Fire

RESOLUTION NO. 23-xxx

A RESOLUTION AUTHORIZING EXECUTION OF A MUTUAL AID AGREEMENT WITH LIFEGUARD AMBULANCE SERVICES, LLC (DBA MEDSTAR EMS) FOR THE FIRE DEPARTMENT

FINDINGS:

1. The Fire Department has presented a Mutual Aid Agreement with Lifeguard Ambulance Services, LLC, doing business as Medstar EMS, for the purpose of providing medical transportation services assistance.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Lifeguard Ambulance Services, LLC, doing business as Medstar EMS, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2023.

____
Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2023.

____
City Clerk

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into by and between City of Orange Beach ("**Business Associate**"), and Lifeguard Ambulance Service, LLC dba Medstar EMS(for itself and its wholly-owned subsidiaries) ("**Covered Entity**"), effective as of 11/7/2023 ("**Effective Date**").

Preliminary Statement

A. Under the Health Insurance Portability and Accountability Act of 1996, as amended and including all regulations promulgated thereunder ("**HIPAA**"), and Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, as amended, and including all regulations promulgated thereunder, ("**HITECH**") Covered Entity is required to enter into business associate agreements with Covered Entity's Business Associates to assure that Covered Entity's Business Associates appropriately safeguard patient information.

B. Business Associate and Covered Entity are entering into an arrangement involving the potential Use, Disclosure, receipt, maintenance, transmission and/or creation of certain Protected Health Information ("**PHI**") pursuant to the terms of a Consulting Agreement between Business Associate and Covered Entity ("**Underlying Agreement**").

C. Covered Entity cannot permit Business Associate to receive Covered Entity PHI pursuant to the Underlying Agreement unless Business Associate agrees to the terms of this Business Associate Agreement (**"Agreement"**).

D. The parties desire to enter into this Agreement to (i) permit Business Associate to perform under the Agreement, (ii) protect the privacy and security of Covered Entity PHI in compliance with HIPAA and HITECH, and (iii) set forth the manner in which Business Associate will handle Covered Entity PHI.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.**

1.1 **HIPAA Rules**. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and HITECH and its implementing regulations.

1.2 The following terms used in this Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, HealthCare Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use. All other capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

2. **Obligations and Activities of Business Associate.**

2.1 Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law. In addition, the uses, disclosures or requests for PHI described herein shall be, to the extent practicable, limited to a Limited Data Set or the minimum necessary to accomplish the intended purpose of such use, disclosure or request. Further, Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the HIPAA regulations or HITECH Act if so used by Covered Entity.

2.2 Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI ("**ePHI**"), to prevent Use or Disclosure of the PHI other than as provided for by this Agreement.

2.3 Business Associate agrees to report to Covered Entity's Privacy Officer, within ten (10) business days, any Use or Disclosure of the PHI not provided for by this Agreement, of which it becomes aware, including breaches of Unsecured PHI as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

2.4 In accordance with 45 CFR Part 164.502(e)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain or transmit PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

2.5 To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access within ten (10) days of receiving the Covered Entity's request, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form, to the extent required by the HITECH Act.

2.6 Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set within five (5) days of the Covered Entity's request, that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.

2.7 Business Associate agrees to document and maintain a record of all Disclosures of PHI in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR Part 164.528 and HITECH. Business Associate agrees to provide to Covered Entity information collected in accordance with this section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR Part 164.528 and HITECH.

2.8 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

2.9 Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.10 Business Associate agrees to mitigate, to the extent practicable, any harmful effect by Business Associate, its agents or subcontractors, that is known to either party, of a Use or Disclosure of PHI in violation of this Agreement.

2.11 Business Associate agrees to indemnify and hold harmless Covered Entity and its affiliates, directors, officers, employees and agents against any and all losses, liabilities, judgments, penalties, awards and costs, including costs of investigation and legal fees and expenses, arising out of or related to a breach of this Agreement by Business Associate. The provisions of this paragraph shall survive the expiration or termination of this Agreement for any reason.

2.12 In addition to its overall obligations with respect to PHI, to the extent required by the Security Rule, Business Associate will:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

(b) ensure that any agent or Subcontractor to whom it provides such ePHI agrees to implement reasonable and appropriate safeguards to protect the ePHI; and

(c) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2.15(b) of this Agreement; and

(d) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of ePHI held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).

2.13 Business Associate shall not sell PHI or receive any direct or indirect remuneration in exchange for PHI except as permitted by the Agreement or federal law. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a). Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b).

2.14 Business Associate shall Use and Disclose only the Minimum Necessary PHI to accomplish the intended purpose of such Use, Disclosure or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

2.15 Reporting and Notification Obligations:

(a) Following Business Associate's discovery (as described in §164.410(a)(2) of HIPAA) of a Breach, Business Associate shall notify Covered Entity of such Breach in accordance with §164.410 and §164.412 of HIPAA.

(b) Business Associate shall notify the Privacy Officer of Covered Entity within five (5) days of (i) becoming aware of any successful Security Incident or Use or Disclosure of Covered Entity PHI not permitted under the terms of this Agreement (other than a Breach of Unsecured PHI) or interference with systems operations in an information system containing Covered Entity PHI, or (ii) receiving a request from Covered Entity to identify any unsuccessful attempts of unauthorized access, Use, Disclosure, modification or destruction of Covered Entity PHI or interference with systems operations in an information system containing Covered Entity PHI of which Business Associate is aware. Such notification shall include, to the extent possible, and shall be supplemented on an ongoing basis with the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Use, Disclosure, Security Incident or Breach.

2.16 If Covered Entity determines that a reportable Breach has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than twenty (20) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HIPAA Rules with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media. Business Associate shall reimburse Covered Entity for its reasonable and actual costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.17 Business Associate agrees to comply with the following:

(a) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this Agreement.

(b) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all PHI by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

(c) Business Associate may Use and Disclose PHI that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to Business Associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this Agreement.

3. **Permitted Uses and Disclosures of PHI by Business Associate.**

3.1 General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

3.2 Specific Use and Disclosure Provisions

(a) Business Associate may only Use or Disclose PHI as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under the Underlying Agreement, provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures.

(c) Business Associate may Use and Disclose PHI for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:

(i) the Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may Use PHI to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity as permitted by 42 CFR 164.504 (e)(2)(i)(B)

(e) If the Underlying Agreement permits or requires Business Associate to Use de-identified PHI, the PHI must be de-identified in accordance with 45 CFR 164.514 (a)-(c).

(f) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1) and 164.504(e).

4. **Prohibited Uses and Disclosures**

4.1 Except as otherwise described herein, the Business Associate agrees not to use or disclose any patient information for any purpose other than a purpose expressly approved by Covered Entity. The Business Associate understands that it is not authorized to disclose any information related to patient information to anyone outside Covered Entity, unless otherwise expressly approved by Covered Entity. Business Associate shall not receive any direct or indirect remuneration for PHI except as would be permitted by this Agreement and 45 CFR 160 and 164 HIPAA Regulations and HITECH and its implementing regulations. Business Associate understands it is subject to all civil and criminal penalties for violations of the Privacy Rule and Security Rule.

5. **Obligations of Covered Entity**

5.1 Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. **Term, Survival and Termination.**

6.1 Term. Unless earlier terminated pursuant to Section 6(b) below, this Agreement shall be effective on the Effective Date and shall continue in effect until the later to occur of (i) termination of the Agreement, and (ii) discontinuation of Business Associate's provision of services to Covered Entity involving the Use, Disclosure and/or creation of PHI and the Use or possession of any Covered Entity PHI by Business Associate.

6.2 Termination for Cause. Notwithstanding any contrary provisions regarding termination of the Agreement contained in the Underlying Agreement, if Covered Entity determines that Business Associate has breached any provision of this Agreement, Covered Entity shall have the right, without incurring liability for damages or penalties as a result of termination of the Agreement, to either:

(a) Immediately terminate this Agreement and the Underlying Agreement without providing Business Associate an opportunity to cure the breach, or

(b) Provide Business Associate with a written notice of breach and terminate this Agreement and the Agreement if Business Associate does not cure the breach within thirty (30) days of receiving such notice

6.3 Effect of Termination

(a) Except as provided below in section 6(c)(2) of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(c) If the Underlying Agreement authorizes Business Associate to Use or Disclose PHI for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain PHI for such purposes after termination of the Underlying Agreement, Business Associate shall:

(i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

(iv) not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 3 of this Agreement, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4 Survival. Business Associate's obligations under this Agreement shall survive the termination of this Agreement and shall end when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

7. **Miscellaneous**

7.1 **Interpretation**. Interpretation and Amendment of this Agreement**.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof. Notwithstanding any provision in the Agreement indicating that it is the sole agreement governing the relationship between the parties, including a provision that the Agreement shall constitute the entire agreement between the parties thereof, the terms of this Agreement shall be effective and shall govern the relationship between the parties with respect to the subject matter hereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement shall prevail with respect to the subject matter hereof notwithstanding any contrary provision in the Underlying Agreement.

7.2 **Amendment**. This Agreement may be modified or amended only upon mutual written consent of the parties. The parties agree to take any action required to amend this Agreement if Covered Entity, in its reasonable discretion, determines that an amendment is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, HITECH or any other laws or regulations affecting the Use or Disclosure of Covered Entity PHI. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement without incurring liability for damages or penalties thirty (30) days after receipt by the other party of written notice of termination, notwithstanding any contrary provision regarding termination contained in the Agreement.

7.3 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

7.4 No Third Party Rights**.** The parties to this Agreement do not intend to create any rights in any third parties.

7.5 Assignment. Business Associate may not assign its rights and obligations under this Agreement without the prior written consent of Covered Entity. Covered Entity may assign its rights and obligations under this Agreement upon providing prior written notice of assignment to Business Associate.

7.6 **Notices**. Any notice required or permitted by this Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this agreement by written notice to the other party.

If to Business Associate:	City of Orange Beach PO Box 458 Orange Beach, AL 36561 Attention: Mayor
If to Covered Entity:	Global Medical Response, Inc. 1001 Boardwalk Springs Place, Ste. 250 O'Fallon, MO 63368 Attn: Kevin C. May, Associate General Counsel

By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

Covered Entity
Lifeguard Ambulance Service, LLC dba Medstar EMS

By: ______________________________
Dwayne Tullos
Regional Director

Business Associate
City of Orange Beach
By: ______________________________
Tony Kennon
Mayor

Address:

PO Box 458

Orange Beach, AL 36561

tkennon@orangebeachal.gov

Mutual Aid Agreement

This Mutual Aid Agreement is made and entered on last signature date (“**Commencement Date**”) between Lifeguard Ambulance Service, LLC dba Medstar EMS (“Company”) and the provider set out on the signature page of this Agreement. The parties shall mutually be referred to as the "Contracting Agencies" or singularly as "Agency".

Therefore, in consideration of the mutual covenants, performances and agreements hereafter set forth, it is mutually understood and agreed between the Contracting Agencies as follows:

1. **Definitions**. The “**Answering Agency**” is the Agency that responds to the request for emergency medical services or non-emergency medical services. The “**Requesting Agency**” is the Agency requesting medical transportation services assistance under this Agreement.

2. **Mutual Assistance and Aid.** Subject to the exceptions stated below, the Contracting Agencies agree to respond, when possible, to requests for medical transportation services assistance.

   The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Answering Agency. The nature and extent of assistance furnished shall be determined on the basis of the prevailing needs for medical services at any particular period in time and the Answering Agency’s available resources. The Answering Agency may cancel or reject any transport if it deems such transport to be unsafe. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the Answering Agency should immediately inform the Requesting Agency if, for any reasons, assistance cannot be rendered within a reasonable amount of time.

   The personnel, equipment, and resources of Requesting Agency shall remain under operational control of Requesting Agency for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of Requesting Agency.

   The personnel, equipment, and resources of Answering Agency shall remain under operational control of Answering Agency for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of Answering Agency.

3. **Release of Answering Agency**. For emergency medical services, an Answering Agency shall be released from service by the Requesting Agency/Incident Commander when the services of the Answering Agency are no longer required, or when the Answering Agency determines, in its discretion, that its services are needed in another jurisdiction.

4. **Compensation and Billing**. The Answering Agency shall be responsible for all Patient and third-party billing and agrees that the rates to be billed shall comply with applicable laws.

5. **Laws.** Each party shall be in material compliance with all applicable laws, rules, and regulations, including the federal Anti-kickback Statute. Company has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-

to-time, at Company's web site, located at: www.gmr.net, and the Customer acknowledges receipt of such documents. Company warrants that its personnel shall comply with Company's compliance policies. Each party represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program and shall not permit ineligible persons to order or provide services hereunder.

6. **Insurance.** Each party represents that it has and will maintain comprehensive automobile and/or aviation insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

7. **Term and Termination.** The initial term of this Agreement shall be one year, commencing on the commencement date hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term". Each party may terminate this Agreement at any time without cause and at its sole discretion upon fifteen (15) days written notice to the other party.

8. **General Provisions**

8.1 **Entire Agreement**. This Agreement incorporates by this reference the Preliminary Statement and any Exhibits and/or schedules hereto. This Agreement contains the entire agreement between the Parties and any representations, endorsements, promises or arrangements, including those contained in any prior drafts of this Agreement, if not embodied herein, shall not be of any force or effect. Any and all prior agreements between the Parties with respect to the subject matter of this Agreement are superseded hereby and of no further force or effect. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations.

8.2 **Modification, Amendment and Waiver.** Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the Party entitled to receive the benefit thereof.

8.3 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

8.4 **Assignment.** This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and neither party shall assign, delegate or subcontract this Agreement or the performance of the services to be performed by such party hereunder, or any part thereof, to any other person without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned to any corporation or other entity of any kind succeeding to the business of the assigning party in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of the assigning party to such successor. This Agreement may also be assigned to any subsidiary or parent corporation or other affiliate of the assigning party. In such circumstances, the assigning party shall notify the other party of such assignment no later than thirty (30) days after closure of the transaction resulting in such assignment; provided that failure to satisfy such requirement shall not constitute a breach of this Agreement, and the assignor shall not have any liability for any failure to satisfy such requirement.

8.5 **Construction.** This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) article, Section, subsection, clause, exhibit and schedule references are to this Agreement unless otherwise specified; and (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time in accordance with the terms thereof and, if applicable, the terms hereof. If this Agreement and any agreement, instrument or document to be executed in connection herewith contain provisions which are inconsistent, then the provision which is most specific with respect to the subject matter shall control.

8.6 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to Company:

Medstar EMS
106 Highway 59 S
Summerdale, AL

With Mandatory Copy to:

Legal Department
Global Medical Response, Inc.
6363 S. Fiddler's Green Circle, 14th Floor
Greenwood Village, Colorado 80111

If to Provider:

City of Orange Beach
PO Box 458
Orange Beach, AL 36561

8.7 **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such provision so, as modified, it will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such provision. If no such modification is possible, such part shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a provision shall in any way affect or impair such provision in any other jurisdiction.

8.8 **Captions.** The captions, headings or titles of the various Sections and parts of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive provisions of such Sections.

8.9 **Independent Contractor.** Each party is an independent contractor and no provision of this Agreement renders or shall be deemed to render their relationship a partnership, joint venture, employment relationship, or agency. Neither Party shall have nor exercise any control or direction over the methods by which the other Party and its employees or subcontractors shall perform their duties and obligations arising hereunder. Nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein.

8.10 **Authority to Enter into Agreement.** Each party to this Agreement warrants to the other party that such party's execution of this Agreement, and performance of its obligations under this Agreement, have been duly authorized by all necessary corporate, Tribal, or other applicable actions and will not violate or be in conflict with any agreement, commitment, obligation, or undertaking by which such party is bound, and that this Agreement is a valid and binding obligation of such party.

8.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature and may be used in lieu of the original Agreement for all purposes. Each party agrees that the use of electronic signatures, whether digital or encrypted, in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

8.12 **Signature Date.** If a party signs but fails to date a signature, the date on which the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement, and the other party may insert such date into the Agreement

8.13 **Governing Law;**. This Agreement is governed by, and construed in accordance with, the laws of the State of Alabama and venue shall lie in Baldwin County, AL.

9. **Compliance**.

9.1 **No Referral Contingency**. The parties agree hereto that the benefits to each party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. The parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid. No party shall make or receive any payment that would be prohibited under state or federal law.

9.2 **Section 952 of Omnibus Budget Reconciliation Act of 1980**. To the extent applicable, until the expiration of four years after the furnishing of Services pursuant to this Agreement, the parties shall each make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents and records of each that are necessary to verify the nature and extent of the cost of providing such Services. If either party carries out any of its duties hereunder through a subcontract with a value of $10,000 or more over a twelve (12) month period with a related organization (as defined under applicable Federal Law), the subcontract shall contain a clause to the effect of that, until the expiration of four (4) years after the furnishing of services pursuant to the subcontract, the related organization shall make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of providing such Services. If either party is requested to disclose any books, documents or records pursuant to this Section, or otherwise for purposes of any third-party audit or investigation related to this Agreement, such party shall promptly notify the other party of the nature and scope of the request and shall make available all such books, documents and records to the other party.

9.3 **Compliance**. In performing its obligations under this Agreement, each party will comply, and will cause its Affiliates, employees and agents to comply with, the requirements of all applicable Laws, including those that pertain to the confidentiality of patient information. Each party recognizes that it is a covered entity and without limiting the foregoing each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this Agreement, including executing a separate standard Business Associate Agreement. In addition, the parties intend to comply fully with all applicable state and federal Laws and regulations, including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal Self-Referral Act, the federal False Claims Act, and all applicable state and federal fraud and abuse Laws and rules. Further, both parties hereto agree that any patient transfers shall be in compliance with EMTALA, 42 U.S.C. 1395dd et seq. and any amendments thereto, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any applicable state transfer Laws.

9.4 **Culture of Compliance**. Each party acknowledges that the other party promotes full compliance with the Law and has established a culture that fosters the prevention, detection and resolution of instances of misconduct. Each party agrees to cooperate with the administration of the other party's compliance program during the Term of this Agreement. Such cooperation shall include participating in training, providing access to necessary billing documentation, participating in contract and claims audits and other aspects of the other party's compliance program and upon request, cooperating and assisting during any internal compliance review, investigation and/or audit. Each party shall promptly notify the other party of any violation of the other party's compliance policies and procedures or any applicable Law or regulation of which such party becomes aware during the Term hereof. Each party shall cooperate with the other party in responding to and resolving any compliance investigation, inquiry or review initiated by a governmental agency, third party payor or other organization.

9.5 **Debarment**. Each party represents and warrants that it, its Affiliates, and any individual providing services on its behalf hereunder, is not currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program (as defined under 42 USC §1320a-7b(f), and hereinafter referred to as "Federal Health Care Program"). In performing its obligations under this Agreement, neither party nor any of its Affiliates shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (I) has been convicted of a criminal offense related to healthcare (unless the individual has been reinstated to participation in Medicare and all other Federal Health Care Programs after being excluded because of the conviction), or (II) is currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program. Each party covenants that upon becoming aware of an entity or individual which it or any of its Affiliates employs, contracts with, or has a relationship in which it uses the entity's or individual's items or services in performing its obligations hereunder, being (I) convicted of a criminal offense related to healthcare, or (II) listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program, it shall promptly notify the other party.

9.6 **Fair Market Value and Regulatory Compliance**. The parties acknowledge and agree that all remuneration set forth hereunder has been negotiated in an arms-length transaction, is fair market value, and has not been determined in any manner which takes into account the volume or value of any referrals or business that otherwise may be generated between the parties and/or their affiliates. Nothing contained herein shall be construed in any manner as an obligation or inducement for either party to refer patients to the other party, or any organizations affiliated with the other party.

<<Signature Page Follows>>

By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

Lifeguard Ambulance Service, LLC dba Medstar EMS

By: ______________________________

Dwayne Tullos
12020 Intraplex Pkwy
Gulfport, MS 39503
Dwayne.Tullos@GMR.net

Date:

City of Orange Beach

By: ______________________________

Tony Kennon, Mayor
P.O. Box 458
Orange Beach, AL 36561
tkennon@orangebeachal.gov

Date: