

TUSCALOOSA COUNTY COMMISSION  
MEETING  
APRIL 22, 2020

TUSCALOOSA COUNTY                   §  
STATE OF ALABAMA                   §

This being the date and hour to which the Tuscaloosa County Commission adjourned; the County Commission met pursuant to such adjournment with Probate Judge Rob Robertson presiding as Chairman. The following members were present:

Stan Acker  
Jerry Tingle  
Mark C. Nelson  
Reginald Murray

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the minutes of April 8, 2020 and April 14, 2020.

Upon request by Planning Director Farrington Snipes, Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve up to \$15,000.00 to McGiffert and Associates for additional engineering work required on the Evanstown Road Water Project.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for March 2020.

Exhibit 4-2, Page

Commissioner Stan Acker's motion, seconded by Commissioner Jerry Tingle, to approve a franchise agreement with Charter Communications passed on a three-one vote, with Commissioner Reginald Murray casting the NAY vote.

Exhibit 4-3, Pages

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss litigation and a contract. Chairman Robertson stated the Commission will not reconvene following the executive session.

Upon request by Deputy Chief Byron Waid, Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to renew the franchise agreement with Northstar Paramedic Services.

Exhibit 4-4, Pages

Upon request by District Attorney Hays Webb, Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to allocate an additional \$100,000.00 to the District Attorney's Office and to schedule a work session to include the Commission, the District Attorney, representatives from the City of Tuscaloosa, and members of the Legislative Delegation to discuss the DA's office funding.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the purchase of 3.78 acres in the amount of \$10,000.00 to replace the Windham Springs radio tower.

Exhibit 4-5, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve an agreement with the Alabama Department of Transportation for the replacement of the Smitherman Bridge with the County accepting the Bridge for maintenance upon completion.

Exhibit 4-6, Pages

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 6, 2020.



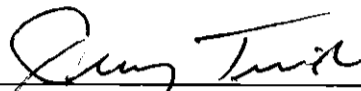
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Rob Robertson  
Judge of Probate  
Chairman Tuscaloosa County Commission



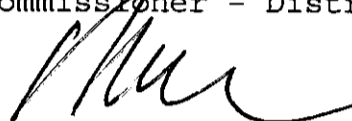
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Stan Acker  
Commissioner - District I




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Jerry Tingle  
Commissioner - District II



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Mark C. Nelson  
Commissioner - District III



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Reginald Murray  
Commissioner - District IV

**SUPPLEMENTAL AGREEMENT**  
**BETWEEN**  
**OWNER AND ENGINEER**  
**FOR**  
**PROFESSIONAL SERVICES**  
**EVANSTOWN ROAD EXPANSION**

THIS IS A SUPPLEMENTAL AGREEMENT made as of January 13, 2020  
between Tuscaloosa County Commission (OWNER) and McGiffert and Associates, LLC (ENGINEER).

OWNER intends to construct the Evanstown Road Expansion, to the Carroll's Creek Water Authority system. McGiffert and Associates, LLC will provide engineering design services and resident observer services. (hereinafter called the Project). This Supplemental Agreement is for services in addition to those services provided in agreement between Tuscaloosa County Commission and McGiffert and Associates, LLC December 18, 2019.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**ADDITIONAL RESIDENT SERVICES DURING CONSTRUCTION:**

**Justification:**

The amount of fees which ADECA recognizes under the 1978 FmHA fee curve does not allow for resident project services applicable and required for the construction of an expansion of this magnitude. The ADECA fee only provides funds for a project of sixty (60) days. It is estimated that this project will require a minimum of ninety (90) calendar days to complete.

**APPROVED BY**  
**COUNTY COMMISSION**  
**DATE** 04 - 22 - 2020

**Compensation:**

ENGINEER will maintain record of hourly expenditures throughout the project. ENGINEER will be compensated by OWNER on an hourly basis as per attached Hourly Rate Schedule for expenses in excess of the amount provided by ADECA; \$20,026.00. Total additional compensation for resident services shall not exceed \$6,774.00.

**ADDITIONAL SERVICES AUTHORIZED:**

**Justification:**

While certain additional services are required for the completion of a project of this nature, ADECA fails to recognize some of the cost associated outside of design or observation.

**Compensation:**

The following services are hereby authorized. ENGINEER shall be compensated on an hourly basis as per the attached hourly rate schedule:

Construction Contract Management	\$ 900.00
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**Environmental Assessment:**

The County required and requested the firm to assist with professional input for the ENVIRONMENTAL REVIEW. As part of the twenty-eight (28) point Environmental Review Record, required for submission to the State to receive the release of the grant funds, McGiffert will provide professional research, maps, letters, reports, photographs, on-site examinations, etc. for the topics related to Hazardous Waste, Site Contamination Review and verification or existence of Explosive and/or Flammable Facilities. The fee amount for the requested additional assistance will be a total of \$6,487.50. Therefore, the additional payments to McGiffert will total of \$14,161.50 for all of the noted activities.

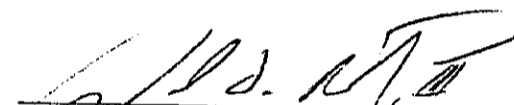
EXU-1

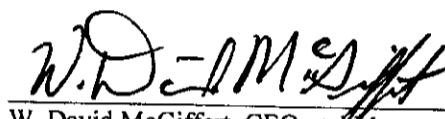
This agreement (consisting of pages 1 thru 4) together with the attached schedule identified above constitutes the entire agreement between the OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said schedule may only be amended, supplemented, modified or canceled by duly executed instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:  
Tuscaloosa County Commission

ENGINEER:  
McGiffert and Associates, LLC

  
\_\_\_\_\_  
Ward B. "Rob" Robertson, III, Chairman

  
\_\_\_\_\_  
W. David McGiffert, CEO and Manager

  
\_\_\_\_\_  
Melvin L. Vines, County Administrator

  
\_\_\_\_\_  
Darrell A. Hobson, Vice President and Secretary



**HOURLY RATES**  
(Effective thru December 31, 2020)

Principal/Project Manager	\$195 - \$220
Professional Engineer/Project Manager	\$165 - \$195
Engineer	\$115 - \$155
Engineer/Land Surveyor Technician	\$95 - \$105
Professional Land Surveyor	\$130
Land Surveyor Technician with GPS	\$130
Field Survey Crew	\$210
Engineer Technician/Environmental Specialist	\$85
CADD Technician/Designer	\$80 - \$95
Clerical	\$60 - \$70
Construction Technician	\$78 - \$85
Overtime Rate	\$90 - \$110
Transportation:	
Field Survey Crew Truck (per mile)	\$ 0.90
All Other Vehicles (per mile)	\$ 0.60
ATV	\$20/hr
Boat	\$50/hr
<i>(Rates in addition to personnel)</i>	
1. Printing cost of plans and specifications:	
* Mylar: \$3.25 per square foot	
* Paper: \$0.50 per square foot	
* 8 1/2" x 11" specifications: \$0.15 per sheet	
* Color Copies: \$1.60 per square foot	
2. Overnight mail requested by client billed or required for receipt at cost.	
3. Travel by common carrier and subsistence will be billed at cost.	
4. Outside services by consultants and funds expended for permits, fees, etc. will be billed using a multiplier of 1.15 x invoice amount.	
5. Water Pressure Recorder	\$27/day
6. Ultrasonic Flowmeter	\$30/day
7. EPA Compliant In-field pH Sampling & Test	\$55/each
8. EPA Compliant In-field Turbidity Sampling & Test	\$45/each

Ex 4-1

MONTH OF: MARCH , 2020

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	44965-45837	\$4,347,750.06
112 ROAD & BRIDGE	14398-14561	\$1,777,832.69
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	3769-3787	\$173,906.16
160 COMMUNITY DEVELOP	1864-1865	\$5,926.56
710 PAYROLL-CHECKS	96985-97026	\$1,754,100.67
	65657-65695	\$42,696.36
	27465-28391	\$1,334,141.66
720 PAYROLL-DIR DEP		
730 EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	11614-11668	\$36,461.16
780 E911		
781 GAS TAX BONDING		
783 GENERAL LIABILITY		
783 WORKMEN'S COMP	198, 7059-7075	\$36,192.75
783 HEALTH INSURANCE	14	\$440.00
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		

\$9,509,448.07

CHECKED BY: WM Lamb

WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, ROB ROBERTSON

Rob Robertson

COMMISSIONER, STAN ACKER

Stan Acker

COMMISSIONER, JERRY TINGLE

Jerry Tingle

COMMISSIONER, MARK C. NELSON

Mark C. Nelson

COMMISSIONER, REGINALD MURRAY

Reginald Murray

EX 4-2



## FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the County of Tuscaloosa, AL, hereinafter referred to as the "Grantor" and Spectrum Southeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee". This Franchise consolidates previously held by Charter Communications LLC, and Marcus Cable of Alabama, LLC, both of which are now held by Grantee.

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

### 1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means any revenues, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide cable service in the County, including, but not limited to, all Cable Service fees, franchise fees, late fees, installation fees, upgrade and downgrade fees converter rental fees and lockout device fees. The term Gross Revenue shall not include: (1) any taxes, or assessment of general applicability collected by the Grantor from Subscribers on behalf of a government agency, and (2) unrecovered bad debt.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. Granting of Franchise. The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the

construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of four (4) years, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of four (4) years from the expiration date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) within thirty (30) days of the Effective Date of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part

76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. Grantee agrees to comply with the customer service standards established by the FCC and codified at 47 C.F.R. §76.309, as amended.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	[\$1,000,000] per occurrence Combined Single Limit
Umbrella Liability	[\$1,000,000] per occurrence

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the negligent actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the grantee within ten (10) business days, the cost at which shall be borne by Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

10. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. Notices, Miscellaneous.

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: County of Tuscaloosa  
P.O. Box 20113  
Tuscaloosa, AL 35402  
E-mail: mvines@tuscco.com

Grantee: Charter Communications  
Attn: Government Affairs Manager  
2100 Columbiana Road  
Vestavia Hills, AL 35216  
E-mail: taylor.vice@charter.com

Courtesy copies  
to: Charter Communications  
Attn: VP of Government Affairs  
601 Massachusetts Ave, NW  
Suite 400W  
Washington, DC 20001

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
12. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather

conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

13. **Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to three percent (3%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than thirty (30) days after the end of each calendar quarter the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

14. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.

15. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 22 day of April, 2020

County of Tuscaloosa, AL

Signature: \_\_\_\_\_

Name/Title: Ward D. Robertson, III, Chairman

Accepted this \_\_\_\_ day of April, 2020, subject to applicable federal, state and local law.

Spectrum Southeast, LLC

By: Charter Communications, its Manager

Signature: \_\_\_\_\_

Name/Title: Paul Abbott, VP Government Affairs

Date: \_\_\_\_\_

**AGREEMENT GRANTING AN AMBULANCE FRANCHISE  
TO NORTHSTAR PARAMEDIC SERVICES, INC.,  
WITH THE TUSCALOOSA COUNTY COMMISSION**

**BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION AS  
FOLLOWS:**

**SECTION 1. FRANCHISE**

In consideration of the benefits to accrue to Tuscaloosa County, Alabama, and the inhabitants thereof, and based upon finding a public need and necessity, Northstar Paramedic Services, Inc., (hereinafter called the "Franchisee") is hereby given, granted, and invested with the right, authority and privilege, consent and franchise, to use the streets and public ways of Tuscaloosa County, Alabama, for the purpose of providing EMS transportation services, including, but not limited to, sick and infirm persons, for transportation to and from hospitals, physicians' offices, clinics, nursing homes, streets or public venues or private residences, in accordance with the following conditions, requirements, and agreements. This agreement shall serve as a franchise renewal of that certain franchise agreement between Tuscaloosa County and Franchisee dated the 22 day of APRIL, 2020.

**SECTION 2. FRANCHISE FEE**

Franchisee shall pay one percent (1%) of all gross receipts (collections) arising out of requests for services received through 911 calls originating within the unincorporated area of Tuscaloosa County, Alabama, or any municipal police jurisdiction within the County with the exception of the city limits of Tuscaloosa and Northport. This fee shall be in addition to any and all regular fees, taxes, and privilege license fees related to business requirements within Tuscaloosa County. This fee shall be paid on a quarterly basis and due no later than the 30<sup>th</sup> day of the month following the end of a specified quarter. The Tuscaloosa County Commission may also consider additional action up to and including revocation of the franchise should the Franchisee be delinquent in paying the franchise fee for sixty (60) days or more in two consecutive quarters. Should a member of the Tuscaloosa County Sheriff's Office Medical Unit accompany the Franchisee's unit in the transport of a patient to a medical facility, Franchisee will make all possible efforts to return the personnel to their unit or to the Sheriff's Office as soon as practicable following completion of the assignment.

**SECTION 3. COMPLIANCE WITH LEGAL REQUIREMENTS/LICENSURE**

Franchisee agrees to comply with all laws, rules, and regulations of Tuscaloosa County, the State of Alabama, and the United States. Franchisee will provide a report of notice concerning any litigation arising from its operations within Tuscaloosa County to



the Sheriff of Tuscaloosa County within thirty (30) days of the time such litigation is filed with the court system.

Franchisee shall maintain current licensure to provide EMS transport services with the State of Alabama Department of Public Health Office of EMS and Trauma. Proof of current licensure will be available upon request by the Tuscaloosa County Commission.

#### **SECTION 4. FRANCHISE DURATION**

The franchise and any and all rights and authorities granted herein shall continue until July 31, 2022. Application for franchise renewal shall be made in the form of written notice addressed to the Tuscaloosa County Commission, within sixty (60) days of franchise expiration. The Tuscaloosa County Commission reserves the right to alter the means and manner with which it extends the right to provide EMS transport services upon the expiration of this franchise agreement, including but not limited to a renewal of this franchise agreement.

#### **SECTION 5. PERFORMANCE REQUIREMENTS**

##### **A. Communication Center:**

Franchisee will staff a communication center, located within Tuscaloosa County, Alabama, 24 hours a day, 7 days a week. The center will be staffed by personnel certified in Emergency Medical Dispatch based on the requirements of "Medical Priority Dispatch." The center will apply for and receive certification as an Accredited Center of Excellence (ACE) within one (1) year of adoption of this franchise agreement. The Communications Center will provide any and all equipment necessary for answering 911-requests for service, receipt of any ANI/ALI information, as well as up to date Computer Aided Dispatch services capable of mapping and storing data related to all requests for service within Tuscaloosa County. The communications center shall maintain a radio that is programmed to a frequency that may be chosen by the Tuscaloosa County Commission. Ambulances shall also be equipped with radios capable of communicating with Tuscaloosa County Volunteer Fire Departments.

##### **B. Response Time Requirements:**

Franchisee shall respond to requests for service received through 911, arriving on scene within Tuscaloosa County in twenty (20) minutes or less. These standards shall take into account the total time of dispatch to arrival of the responding unit at the scene, including all dispatch intervals and driving time. This will be measured on a monthly basis and Franchisee must meet this standard at least at eighty per cent (80%) of the time.

Excluded from response time requirements at the County's discretion:

1. Requests for service during periods of inclement weather.
2. Requests for service during mass casualty incidents or system overload.
3. Requests for service when incorrect address information is received from the caller.
4. Unavoidable delays caused by road construction or inclement weather.
5. Physical address or location incorrectly posted.
6. Staging due to risks.
7. Invalid mapping address.
8. CAD (Computer Aided Dispatch), telephone, or radio failure that is unavoidable in nature.

The criteria used for exceptions must have been a substantial factor in producing the excess response time and Franchisee must have demonstrated good faith efforts to respond to the call.

C. Penalty Fee for Response Time Failures:

The Franchisee shall pay one hundred dollars (\$100) for each one-tenth (1/10<sup>th</sup>) of a percentage point below the required 80% reliability rate quarterly.

D. Equipment Requirements:

All EMS transport vehicles operated by the Franchisee shall meet the requirements of the State of Alabama Department of Public Health Office of EMS and Trauma. No emergency vehicle shall exceed 7 years of age. Maintenance records for each vehicle will be available upon request of the Tuscaloosa County Commission or its designee. Each vehicle shall be equipped to provide Advanced Life Support care. The Tuscaloosa County Commission reserves the right to inspect any EMS vehicle at any time and, should the need arise, to suspend a unit from responding to calls for service due to documented mechanical or safety issues. Disposable supplies and equipment used by a Tuscaloosa County Sheriff's Office Medical Unit while treating a patient, excluding IV Fluids and Medications, will be resupplied, on-scene if possible, at the time of use.

E. Staffing Requirements:

Franchisee shall ensure that a minimum of one (1) Emergency Medical Technician/Basic and one (1) Emergency Medical Technician/Paramedic respond to any request for service through 911, except in the event of a mass casualty or system overload event when a Driver, in accordance with the rules of the State of

EX4-4

Alabama Department of Public Health Office of EMS and Trauma may accompany either an Emergency Medical Technician/Basic or Paramedic.

Franchisee shall ensure that a minimum of one (1) Emergency Medical Technician/Basic and one (1) Driver respond to non-emergency transports between medical facilities.

Any personnel responding on behalf of the Franchisee shall, at all times, meet licensure requirements of the State of Alabama Department of Public Health Office of EMS and Trauma.

## **SECTION 6. OFFICE OF FRANCHISEE**

The Franchisee shall maintain an office within Tuscaloosa County, operated between the hours of 8:00 am and 5:00 pm Monday through Friday, except for commonly accepted holidays, responsible for necessary communication with local citizens and capable of accessing patient records, as well as billing and collection information. This office will also be responsible for addressing public complaints. All complaints originating from service within Tuscaloosa County will be forwarded to the Tuscaloosa County Commission or its designee within 72 hours of receipt. For the purposes of public convenience, the Franchisee shall establish a public complaint "hotline" dedicated to this end.

The Franchisee shall also maintain "base" and "crew" location/locations, also known as "stations," within Tuscaloosa County for the period of this agreement. These situations will be for the purpose of locating crews dedicated for emergency and non-emergency responses as well as parking, washing, and securing emergency service vehicles. The stations will be marked with appropriate signage, depicting the Franchisee name and such indication as to the presence of medical professionals. The stations will be equipped with facilities necessary for crew decontamination and be domiciliary in nature, if applicable.

Curb, parking lot, and street-side posting is encouraged, especially during periods of high call volume, for mutual aid, and in the event of severe weather outbreak.

## **SECTION 7. RATES**

Rates charged for services provided within Tuscaloosa County shall be the similar to the rates adopted by the City Council of the City of Tuscaloosa with the purpose or intent of ensuring consistent fees within a contiguous community. The rates will be no more nor no less than three per cent (3%) greater or lesser than the rates charges by EMS transport agencies responsible for service within Tuscaloosa County, excluding services contracted by the United States Government for services

provided to veterans. The Tuscaloosa County Commission shall maintain the right to fix, amend, or adopt rates should the necessity arise.

#### **SECTION 8. INSURANCE**

The Franchisee shall at all times maintain insurance coverage as directed for licensure by the State of Alabama Department of Public Health Office of EMS and Trauma.

#### **SECTION 9. SERVICE ACCREDITATION**

The Franchisee shall make application with the Committee on Accreditation of Ambulance Services (C.A.A.S.) within one (1) year of adoption of this agreement, obtaining and maintaining such status for the period of this agreement.

#### **SECTION 10. NO FRANCHISE ASSIGNMENT OR TRANSFER**

By accepting this franchise, the Franchisee states its intention to provide professional and competent EMS transport services within Tuscaloosa County for the duration of the franchise. The franchise is not exclusive as the Tuscaloosa County Commission reserves the right to grant a franchise to other qualified providers on the same terms, grant or renew this agreement, or enact additional legislation necessary to meet additional needs identified with respect to the provision of EMS transport services within Tuscaloosa County.

The franchise is not transferrable and shall not be assigned or sublet without the express approval by the Tuscaloosa County Commission. A sale of stock in such volume that a majority of the Franchisee's stock is acquired by an owner or owners other than the present owner or owners shall be considered a sale to another owner or operator, and the franchise herein shall not be transferred to such other owners or operators without the express consent of the Tuscaloosa County Commission as required herein.

#### **SECTION 11. GRIEVANCE AND COMPLAINT PROCEDURE**

Should the Franchisee have a grievance against the Tuscaloosa County Commission or another franchise holder, notice shall be given to the Tuscaloosa County Commission, in writing and with sufficient detail to allow for grievance resolution. Should the Tuscaloosa County Commission have a grievance with the Franchisee, written notice shall be provided to the Franchise President, Operations Manager, or other designee, in sufficient detail to allow for grievance resolution. Neither the Franchisee or the Tuscaloosa County Commission should lodge

complaints with either party outside of the direction of this agreement and procedure.

## **SECTION 12. REPORTING REQUIREMENTS**

The Franchisee shall routinely report the following information to the Tuscaloosa County Commission or its designee for the purpose of documenting compliance with the requirements of this agreement:

- A. Response time compliance will be reported within ten (10) business days following the end of the month. Weekly response information will be delivered electronically by email to the Tuscaloosa County Commission or its designee. The week will run from Monday morning at 00:00 until Sunday night at 23:59. A spreadsheet of all emergency responses outside of the city limits of Northport and Tuscaloosa but within Tuscaloosa County, documenting the call number, address, time received, time dispatched, time en route, time on scene, time transporting, time at facility, time returned to service, reason for exclusion if applicable, and dispatch nature will accompany the percentage calculation for total calls.
- B. Franchise fee calculation will be delivered in hard copy to the Tuscaloosa County Commission or its designee on a quarterly basis and delivered within thirty (30) business days following the end of the final month of the quarter. Accompanying payment should include documentation of quarterly collections, response time compliance information, and employee roster.
- C. Quarterly demand evaluation will be performed in a meeting between the Tuscaloosa County Commission or its designee and the Operations Management of the Franchisee.
- D. A quarterly schedule of Continuing Education (CEU) classes taught by the Franchisee will be sent to the Tuscaloosa County Commission or its designee. All Tuscaloosa County Sheriff's Office Medical Unit EMTs and Paramedics shall be allowed to attend at no cost to the Tuscaloosa County Commission.

## **SECTION 13. PUBLICATION**

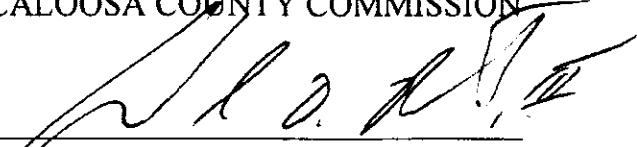
This agreement shall be published once a week for three (3) consecutive weeks in the Northport gazette at the expense of the Franchisee.

**SECTION 14. PUBLICATION**

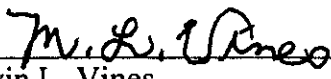
This ordinance shall become effective thirty (30) days after its final enactment and upon publication as required in Section 13.

Executed this the 22 day of April, 2020.

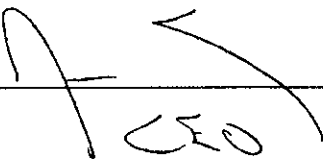
TUSCALOOSA COUNTY COMMISSION

By:   
Ward D. Robertson, III, Chairman  
Tuscaloosa County Commission

Attested by:

  
Melvin L. Vines  
County Administrator

NORTHSTAR PARAMEDIC SERVICES, INC.

By:   
As its: CEO

EX 4-4