

## **RESOLUTION 20-21**

### **A RESOLUTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE, THE CITY OF SPRING HILL, TENNESSEE AND THE WILLIAMSON COUNTY HOSPITAL DISTRICT d.b.a. WILLIAMSON MEDICAL CENTER CONCERNING AMBULANCE SERVICES**

**WHEREAS**, the Board of Mayor and Aldermen recognizes an ambulance service is essential and needed to serve the citizens of the City of Spring Hill, Tennessee; and

**WHEREAS**, the Medical Transportation Agreement with American Medical Response, LLC (“AMR”), formerly Lifeguard, is scheduled to expire on February 29, 2020 according to the terms of the amendment to the Agreement as provided in Resolution 19-207 approved by the Board (unless AMR agrees to provide an additional 30-day period of coverage effective beginning March 1, 2020 as also provided in the amendment to the Agreement); and

**WHEREAS**, the Board of Mayor and Aldermen desire to enter into an Interlocal Agreement with Williamson County, Tennessee and Williamson County Hospital District d.b.a. Williamson Medical Center for ambulance services serving the City of Spring Hill, Tennessee; and

**WHEREAS**, the Williamson County, TN Office of Public Safety presented an Interlocal Agreement between Williamson County, Tennessee, the City of Spring Hill, Tennessee, and Williamson County Hospital District d.b.a. (“Williamson Agreement”) for the provision of ambulance services to the City of Spring Hill, Tennessee; and

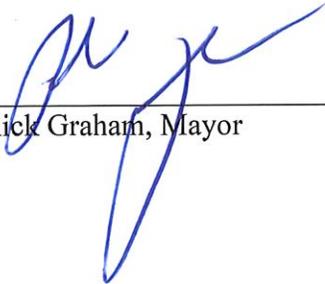
**WHEREAS**, the Williamson Agreement attached hereto provides specific terms under which ambulance services are to be provided to the City of Spring Hill including the establishment and maintenance of Standards, Policies, and/or Procedures regarding responder programs; and

**WHEREAS**, the Williamson Agreement provides for an initial term of five (5) years and that each party is responsible for the cost of its obligations as set forth.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Mayor and Aldermen of the City of Spring Hill:

1. Approves Interlocal Agreement between Williamson County, Tennessee, the City of Spring Hill, Tennessee, and the Williamson County Hospital District d.b.a. Williamson Medical Center Concerning Ambulance Services attached hereto.
2. Authorizes the Mayor and execute the Interlocal Agreement between Williamson County, Tennessee, the City of Spring Hill, Tennessee, and the Williamson County Hospital District d.b.a. Williamson Medical Center Concerning Ambulance Services.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill,  
Tennessee on this 18<sup>th</sup> day of February, 2020.**



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Rick Graham, Mayor

ATTEST:



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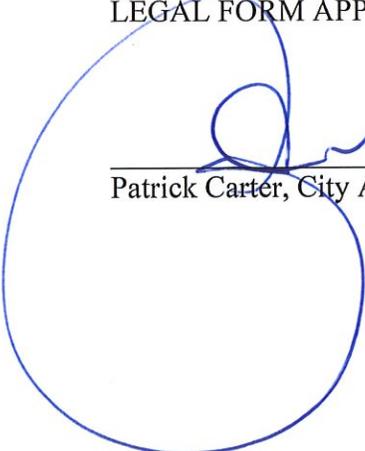
April Gbad, City Recorder

LEGAL FORM APPROVED:



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Patrick Carter, City Attorney



**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE,  
THE CITY OF SPRING HILL, TENNESSEE AND THE  
WILLIAMSON COUNTY HOSPITAL DISTRICT d.b.a WILLIAMSON MEDICAL CENTER  
CONCERNING AMBULANCE SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, T.C.A. §§12-9-101, et. seq. and T.C.A. § 7-61-104 by and between **WILLIAMSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, (hereinafter referred to as "County"), through its Williamson County Emergency Medical Services, **THE CITY OF SPRING HILL, TENNESSEE**, a municipal corporation of the State of Tennessee located in both Williamson and Maury Counties (hereinafter referred to as "City"), and, **WILLIAMSON COUNTY HOSPITAL DISTRICT d.b.a. WILLIAMSON MEDICAL CENTER** (hereinafter referred to as "WMC"), for the provision of ambulance services.

**WHEREAS**, Tennessee Code Annotated, Section 7-61-102 specifically provides that any city or county may provide and do all things necessary to provide ambulance services as a public service;

**WHEREAS**, Tennessee Code Annotated, Section 7-61-104 authorizes counties and cities to contract for the provision of ambulance services;

**WHEREAS**, the County contracts with WMC to operate Williamson County Emergency Medical Services (jointly hereinafter referenced as "BMS") on its behalf to provide ambulance services throughout Williamson County; and

**WHEREAS**, County and WMC have agreed to expand services to the entire jurisdiction of City, subject to the conditions and obligations defined herein.

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

1. **PURPOSE.** EMS is the primary provider of emergency ambulance services throughout County and is responsible for the coordination of all aspects of the EMS system, in conjunction with municipalities, where applicable. The purpose of this Agreement is to set forth the obligations and rights of the parties for the expansion of ambulance services to the City. Each party is responsible for the cost of its obligations provided herein. This Agreement shall only become effective upon the approval of each party's legislative or governing body.

2. **AUTHORITY.**

2.1. Tennessee Code Annotated, Section 7-61-102 provides that any local government may provide and do all things necessary to provide ambulance services as a public service. To achieve this, County and WMC are currently under contract for EMS to provide ambulance services in areas of Williamson County outside the City's boundaries. The parties are authorized to enter into an interlocal agreement to permit EMS to provide ambulance services within the boundaries of the City. *See Tenn. Code Ann. § 7-61-104.*

2.2. All parties are operating under the authorization of the Tennessee Department of Health and Environment, pursuant to standards adopted by the Tennessee Emergency Medical Services Board under the authority of Tennessee Code Annotated, Section 68-140-301 et seq. All operations conducted in accordance with this Agreement shall be pursuant to Chapter 1200-12-1 and/or 1200-12-3 of the General Rules of the Tennessee EMS Division.

3. **DESIGNATED PROVIDER AND SERVICE AREA.** City designates EMS as the primary ambulance service provider within the lawful jurisdictional boundaries of City. Should City's boundaries expand through annexation or contract, then the service area shall likewise be modified.

#### 4. SERVICES.

4.1. EMS shall administer and respond to all emergency ambulance service calls received from any location within the boundary of the City on a twenty-four (24) hour a day, seven (7) days a week basis. The closest ambulance unit will respond to emergency requests that occur within the primary response territory of City. Additional ambulances may also be staffed from time to time as necessitated by special events or other anticipated increased demands for ambulance services. EMS shall have full control of all aspects of its ambulance services, including ownership of all vehicles and equipment.

4.2. All personnel required to provide the ambulance services hereunder, whether employed or contracted, shall be paid by and under the control and direction of EMS (The aforesaid shall not, under any circumstances, be deemed employees or agents of City.). All decisions relating to the operations of the ambulance, including decisions as to whether it will or will not be driven because of weather conditions, mechanical conditions, and all other factors affecting ambulance safety shall be made by and be the responsibility of EMS and its employees or contractors.

4.3. EMS will establish and maintain Standards, Policies, and/or Procedures regarding the first responder and/or cardiac arrest response programs. These documents will provide for the following:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| a. Dispatch procedures                | h. Medical equipment and supplies |
| b. Response procedures                | i. Documentation and privacy      |
| c. Personnel and staffing             | j. Quality and accountability     |
| d. Designation of authorized vehicles | k. Conflict Resolution            |
| e. Radio communications               | l. Other, as necessary            |
| f. Scene procedures and coordination  |                                   |
| g. Medical direction and protocols    |                                   |

5. **Ambulance Units.** EMS will add two (2) staffed and fully equipped Advanced Life Support ("ALS") ambulances and one (1) supervisor to the County system on a twenty-four (24) hour, seven (7) days a week basis, to be based within the City. A fully equipped ambulance shall be an ambulance equipped according to the State Health Department Guidelines, to include all equipment for advanced life support, advanced cardiac life support care, and necessary medications. Williamson County shall provide all communication equipment needed to provide the services. Radios shall operate on the same radio system as Spring Hill Fire and Spring Hill police units and the Williamson County Emergency Communications Center. EMS will review call volume, type, and response times with the City, County, and WMC and explore mutually agreeable opportunities for growth and improvement.

6. **Facilities:** City agrees EMS personnel, vehicles, equipment, and supplies will be housed at Spring Hill Fire Department Stations 2 and 3 or other suitably located facilities within City as agreed by the parties for the entire term of this Agreement. The facilities shall contain sleeping and living quarters. City shall provide the adequate facilities at no cost to County and EMS. City shall ensure EMS has access to two (2) functional twenty-amp 120v power cables to be located in the facilities where ambulances will be located, to terminate at the passenger-side rear of the ambulances. The Supervisor vehicle will require one (1) 120 volt, 20 amp outlet.

7. **Governmental Permits, Licenses, Inspections.** EMS agrees to obtain, maintain, and perform at all times, all governmental certifications, licenses, permits, inspections, maintenance, record-keeping, or appraisals of any kind required for the operation of its ambulances, provision of licensed drivers, and provision of dispatch, maintenance, and other services, at its expense and in a manner that meets all federal, state, and local requirements.

8. **Administrative Services.** WMC will provide all other administrative services including billing, collection, and record keeping. WMC or WMC's billing contractor shall directly bill a "user fee" to the patient (or the appropriate person or payer that is responsible for payment) for all emergency ambulance services provided in the City. Unless otherwise agreed in writing by the parties, City shall not be required to reimburse EMS, WMC, and County for the uncollectible portion of any specific patient bill related to emergency ambulance services provided in City.

9. **Emergency Preparedness.** The parties agree to cooperate in planning and training response to local and regional disaster events. EMS may dispatch and/or request additional ambulances, multi-casualty trailers, special event trailers, and other resources should EMS determine the event warrants the response.

10. **Miscellaneous.**

10.1. **Term of Agreement and Renewal.** The initial term of this Agreement shall be for *Five (5) years*, commencing July 1, 2020 or earlier as agreed upon, herein referred to as the "commencement date". This Agreement shall terminate at midnight on June 30, 2025 unless the term is extended. This Agreement may be extended for additional three (3) year terms upon the mutual agreement of the parties no later than 90 days prior to the then expiring term. Each renewal term shall be on the same material terms and conditions as set forth herein.

10.2. **Termination.** This Agreement may be terminated upon the occurrence of any of the following:

10.2.1. Should either party fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if either party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party will then have thirty (30) calendar days from the receipt of the notice to cure the breach. Should the breaching party be unable to cure the breach within thirty (30) calendar days then the parties may agree in writing to a reasonable extension to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may seek any available legal remedies;

10.2.2. At any time upon written agreement of the parties;

10.2.3. By any party upon providing one-hundred eighty (180) days written notice to the other parties.

10.2.4. Nothing herein shall restrict the parties from agreeing, upon approval of their respective legislative or governing bodies, from extending the joint operation with the approval of a new or amended contract.

10.3. **Assignment.** The rights and obligations under this Agreement are not assignable without first obtaining written permission from the other party. This Agreement shall only be assignable to another governmental or public entity that provides the same or similar ambulance services as the assigning party upon written approval of the other party.

10.4. **Security.** The parties' officers, employees, servants, agents, and guests shall comply with all security requirements of the facility. Each party shall be diligent in keeping their area of the facility secure by observing security measures. Neither party shall be responsible or liable for damages or destruction of the other's area in the facility, except if the damage is due to the party's negligence.

10.5. **Supervening Laws.** The parties recognize that this Agreement at all times is to be subject to applicable state, local, and federal law, including but not limited to the public health and safety provisions of state and federal law and the rules and regulations of the State of Tennessee. The parties further recognize that this Agreement shall be subject to amendments of such law and regulations and to new legislation such as new federal or state ambulance requirements.

10.6. **Insurance.** Each agency/entity shall maintain professional liability and medical malpractice insurance with coverage of not less the limits established under the Tennessee Governmental Tort Liability Act, providing indemnity to emergency care personnel and the Agency. Each Agency shall submit and maintain proof of this insurance to the other party.

10.7. **Notices.** All notices, requests, demands, and other communications hereunder, shall be in writing and shall be deemed given if personally delivered or mailed, priority mail, signature required upon delivery, to the following addresses:

<u>CITY</u>	<u>COUNTY</u>	<u>WMC</u>
City Administrator 199 Town Center Pkwy Spring Hill, TN 37174	Office of Public Safety Director 304 Beasley Dr. Franklin, TN 37064	EMS Director 4321 Carothers Pkwy Franklin, TN 37067
City Attorney 809 S. Main St Columbia, TN 38401	County Attorney 306 Public Square Franklin, Tennessee	Chief Operating Officer WMC 4321 Carothers Pkwy Franklin, TN 37067

10.9. **Severability.** If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not

expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

10.10. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

10.11. Point of Contact. The EMS Director or his/her designee shall be EMS and WMC's point of contact and the City Administrator or his/her designee shall be the point of contact for City concerning the provisions of this Agreement.

10.12. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.

10.13. Liability. Each party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

10.14. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

10.15. Effective Date. This Agreement shall not be binding upon the parties until it has been properly approved by the legislative or governing bodies of the respective parties, it has then been signed first by the authorized representatives for the City and then by the authorized representatives of County and WMC. When it has been so signed, this Agreement shall be effective as of the date written below.

10.16. Monthly Report. WMC will submit to the City a monthly report that includes a listing of calls, call types, response times including overall average response time for the reporting period, and other information as mutually agreed upon.

IN WITNESS WHEREOF, the COUNTY, WMC and the CITY have executed this Agreement effective as of the date and year written below.

Approved as to form by:

Spring Hill City Attorney:

CITY OF SPRING HILL, TN:

BY:

DATE:

Approved as to form by:

WILLIAMSON COUNTY HOSPITAL DISTRICT  
D/B/A WILLIAMSON MEDICAL CENTER:

DATE:

Approved as to form by:

WILLIAMSON COUNTY, TN:

  
Williamson County Attorney

  
BY: ROGERS ANDERSON,  
WILLIAMSON COUNTY MAYOR

DATE: 03/21/2020

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