

**INTERGOVERNMENTAL AGREEMENT FOR  
AMBULANCE SERVICES**

This Agreement (the “Agreement”), dated for reference on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between:

**the TOWN OF ARLINGTON** of 5854 Airline Road, Arlington, Tennessee 38002

**the CITY OF LAKELAND** of 10001 Highway 70, Lakeland, Tennessee 38002

**the CITY OF MILLINGTON** of 7930 Nelson Street, Millington, Tennessee 38083

(collectively, the “Cities”, and individually, a “City”); and,

**SHELBY COUNTY GOVERNMENT** of 160 North Main Street, Suite 1100, Memphis, Tennessee 38103 (“the County”)

**WITNESSETH:**

**WHEREAS**, pursuant to **Tennessee Code Annotated, Section 6-33-107**, the governing body of any county or city of the State of Tennessee may contract and cooperate by way of Interlocal Agreement to provide for a common public service; and

**WHEREAS**, pursuant to **Tennessee Code Annotated, Section 7-61-102**, the governing body of any county or city of the State of Tennessee may provide and maintain and do all things necessary to provide ambulance service as a public service; and

**WHEREAS**, pursuant to **Tennessee Code Annotated, Section 7-61-104(b)(1)**, any two (2) or more counties and municipalities may enter into agreements with each other and with persons providing both emergency and non-emergency service for a county or counties on a county-wide basis, for joint or cooperative action to provide for ambulance service; and

**WHEREAS**, Pursuant to **Tennessee Code Annotated, Section 5-16-101, et seq.**, the Shelby County Quarterly County Court, (County Commission) by Resolution adopted January

3, 1966 gave all power authority, rights, and duties with regard to fire protection service within Shelby County to the Shelby County Board of Public Utilities (Division of Public Works); and

**WHEREAS**, the County and the Cities (collectively the “Parties”, and individually, a “Party”) desire to enter into an intergovernmental agreement for the provision of ambulance service within the unincorporated areas of Shelby County and the incorporated areas of the Cities; and

**WHEREAS**, the County and the Cities have the full authority and capability to perform as hereinafter set forth and intend to cooperate in sharing the costs of the ambulance services.

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

**I. Purpose.**

The purpose of this Agreement is to provide for the joint provision of countywide emergency ambulance services, the costs of which are to be shared pro-rata among the County and the Cities.

**II. Term.**

The term of this Agreement (“Term”) will commence January 1st, 2017 and continue through June 30, 2017. Thereafter, this Agreement shall renew for a five (5) year period ending on June 30, 2022 unless terminated as hereinafter set forth. Thereafter, this Memorandum shall automatically renew for additional one year periods, on the same terms and conditions as contained in this Agreement.

**III. Obligation of the County.**

The County shall:

- A. Provide personnel and equipment within the Shelby County Fire Department to provide a Fire Based Emergency Ambulance Response including all medical supplies and equipment as well as 911 dispatch services within the jurisdiction of the respective parties upon terms and conditions acceptable to all Parties.

- B. Response units (Ambulances) will be located at the locations specified within Exhibit B attached hereto and incorporated herein by reference.
- C. Act as principal in the coordination of the Services provided for under this Agreement.

**IV. Obligation of the Cities.**

The Cities shall, jointly and severally:

- A. Act as an advisory to provide input to the County regarding any aspect of the Emergency Ambulance Response operation.
- B. Provide housing for ambulance units, crew quarters and payment of its respective pro-rata share as well as perform all other obligations required of them under this Agreement.

**V. Fees and Payment.**

- A. With respect to the start-up and annual cost of the ambulance service, the “Cost”, the County and each of the Cities agree to be responsible, in accordance with the terms and conditions set out in this Agreement, for their pro-rata cost of the ambulance services. The pro-ration formula is set out in Exhibit “A” to this Agreement, which shall be multiplied by the annual cost of the ambulance services to determine each of the Parties’ pro-rata cost (the “Pro-Rata Cost”).
- B. For purposes of this Agreement, the Parties acknowledge that, as of the date of execution of this Agreement, the annual cost of the ambulance services on which the Pro-Rata Cost is based is yet to be determined. The Annual Cost is subject to adjustment by the Parties in accordance with the provisions of this Agreement, which may result in a change in the Parties’ Pro-Rata Cost.
- C. Notwithstanding, the Pro-Rata Cost for the initial period of January 1, 2017 through June 30, 2017 is detailed on Exhibit A as an annualized figure. All subsequent annual pro-rations for each City will be adjusted at the end of each calendar year based upon the percentages of actual usage and population by each City during such period. Only the most current certified census data shall be used for calculating each Party’s Pro-Rata Cost each year. The adjusted Pro-Rata Cost will become effective July 1 of each succeeding year and continue to the following June 30 unless otherwise modified according to the

terms of this Agreement. At no time during the term of this Agreement shall a City's Pro-Rata cost increase more than 10% from one year to the next.

- D. Each of the Cities agrees to make payments to the County of its Pro-Rata Cost as agreed to by the County and each City.
- E. The City will have the option after the first year for the proceeds of insurance or other benefit programs to be used to reduce the cost of the ambulance service on a "per Party" basis, meaning the collection rate for a City shall be factored into the annual Pro Ration for the subsequent year. The Pro Ration Cost determined from population and total runs for a city will be a minimum of 0.10 of the total ambulance cost prior to adjustment for insurance proceeds.
- F. Any first responder's billable medical services; which are provided on scene but does not result in a transport, will be invoiced by that first responder providing same and submitted to the County's collection agency for billing and collection from the individual recipient of the services.

**VI. Emergency Medical Response Oversight Committee.**

- A. The Parties shall establish an Emergency Medical Response Oversight Committee ("EMROC") that will meet monthly to review performance as well as serve as an advisory and oversight committee on all matters relative to performance and operation pursuant to this Agreement.
- B. The EMROC will be comprised of one member appointed by each party to this intergovernmental agreement and the County Emergency Services Medical Director. EMROC will annually elect its own chairman, and other such officers as deemed necessary. Four (4) voting members are required for a quorum.
- C. The EMROC will have the authority to act and make decisions on behalf of the Parties as to the quantity and quality of the Emergency Ambulance Service provided by the County hereunder.
- D. The EMROC will provide status reports as requested on its oversight of operations of the Ambulance Service Agreement to the Shelby County Commission Committee as well as all of the Parties to this Agreement.

**VII. Notices.**

- A. All notices and other communications required or permitted to be given by one party to another pursuant to this Agreement shall be in writing and delivered by hand, sent by facsimile, or sent by registered mail postage prepaid and addressed to the County and each of the Cities at the address for each first above written.
- B. Any such notice, direction or other communication will be deemed to have been received by the party to whom it was given:
  - (i) On the day of delivery, if delivered;
  - (ii) On the day of transmittal thereof, if sent by fax; or
  - (iii) On the third business day following the mailing thereof, if mailed.
- C. If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending a notice, direction or communication shall fax or deliver such notice, direction or communication in person in order to ensure its prompt receipt.

**VIII. Disputes.**

As a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Parties in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party arbiter acceptable to both Parties. Each Party shall each pay its costs for the services provided by the third party arbiter as such costs are incurred. Such costs shall not be included in and are in addition to the Pro-Rata Costs. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement.

**IX. Termination.**

- A. By party giving one hundred and eighty (180) days written notice to the other parties to this Agreement of that Party's intent to terminate. Notwithstanding the foregoing, any Party may terminate its participation in this Agreement for cause if:
  - (i) There has been a material breach of this Agreement, which breach has not been cured within sixty (60) days following receipt of notice of such breach from the non-breaching party;

- (ii) Such termination shall be effective one hundred twenty days (120) from the end of the sixty-day cure period provided above.
- B. No termination under this provision shall relieve any of the Parties of its liability for any obligations incurred prior to the effective date of termination.
- C. In the event of termination by an affected Party, but not all Parties, the County will, jointly with the remaining Cities, negotiate the modifications of services with each other. Any change in the Annual Cost and the Pro-Rata Cost shall be agreed to in writing by the remaining Parties.
- D. Notwithstanding anything to the contrary, a Party may terminate this Agreement without cause by giving twelve month (365 day) notice to the other Parties.

**X. Subject to Funding.**

This Agreement is subject to annual appropriations of funds by the appropriate governing bodies of the County and each of the Cities. In the event sufficient funds for emergency ambulance services are not appropriated for an affected Party for any fiscal period during the Term hereof, then this Agreement will be terminated as to the affected Party; provided that, in such event, the affected Party shall endeavor to secure funding to continue this Agreement for a period of not less than 120 days, at which time this Agreement shall terminate automatically as to the affected Party. In the event of such termination, a written amendment signed by the Parties shall be required to reflect any changes to the Agreement.

**XI. Relationship of Parties.**

- A. Nothing in this Agreement shall be construed to alter or change the relationship between the Parties as to any acts of liability by any other Party hereunder.
- B. In the exercise of their respective rights and obligations under this Agreement, each Party acts in an independent capacity, and neither is to be considered the agent of any other.

**XII. First Responders.**

The fire departments of the Cities and the County have first responder programs. The first responder programs in each City's jurisdiction and in the County's jurisdiction will respond to all emergency calls within their respective jurisdictions, and shall have primary responsibility for patient care until said patient care is transferred to The Shelby County Fire Department. The Incident Commander on the scene shall have full scene control and all radio traffic to dispatch shall be handled as directed by said Incident Commander.

**XIII. Miscellaneous.**

- A. This Agreement shall not be assigned by the County or any of the Cities without the consent of the other Parties.
- B. Wherever the singular or masculine is used in this Agreement, it shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.
- C. If any section or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the invalidity of such section or portion shall not affect the validity of the remainder.
- D. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and permitted assigns.
- E. This Agreement may be executed in any number of counterparts, all of which shall together be deemed to be an original and together such counterparts shall constitute one agreement. Execution of this Agreement may be made on copies transmitted by facsimile transmission and executed copies may be sent by facsimile transmission, and transmission of an executed copy shall be deemed to constitute communication of execution and acceptance of this Agreement.

**IN WITNESS THEREOF**, the parties have set their hands and seals as of the day and year first above written.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT  
MAYOR:**

\_\_\_\_\_  
**Contract Administrator/Assistant  
County Attorney**

By: \_\_\_\_\_  
**Mark. H. Luttrell, Jr.**

**Signature Page**

**INTERGOVERNMENTAL AGREEMENT  
FOR AMBULANCE SERVICES**

**TOWN OF ARLINGTON**

**APPROVED:**

**MAYOR:**

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Mike Wissman

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

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

**INTERGOVERNMENTAL AGREEMENT  
FOR AMBULANCE SERVICES**

**CITY OF LAKELAND**

**APPROVED:**

**MAYOR:**

\_\_\_\_\_  
**City Attorney**

**By:** \_\_\_\_\_  
**Wyatt Bunker**

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

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

**Signature Page**

**INTERGOVERNMENTAL AGREEMENT  
FOR AMBULANCE SERVICES**

**CITY OF MILLINGTON**

**APPROVED:**

**MAYOR:**

\_\_\_\_\_  
**City Attorney**

**By:** \_\_\_\_\_  
**Terry Jones**

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

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

## EXHIBIT “A”

### Fiscal Year 2016 -2017Proration

Jurisdiction	population July 1, 2015	% of population	Annual Runs (2015)	% Annual Runs	Percent of net operating cost with population and Runs equal weight	Pro-rata Share of Net Operating Costs
Arlington	11,625	0.09	633	0.06	0.08	\$306,799
Lakeland	12,553	0.10	759	0.08	0.09	\$346,133
Millington	11,027	0.09	1859	0.19	0.14	\$538,533
Shelby County Unincorporated	90,412	0.72	6766	0.68	0.70	\$2,748,534
Total	125,617		10,017		1.00	\$3,940,000

# EXHIBIT "B"

