

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT made and entered into as of the 1st day of July 2022 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and Ashland City, a municipal corporation (hereinafter referred to as "City") acting by and through the Ashland City Fire Department ("ACFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with City to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit B – Map of Fire Department Service Areas as the service area for ACFD. Such referenced area shall hereinafter collectively be referred to as the "Ashland City Rural Fire District"; and

WHEREAS, City has agreed to provide fire protection, emergency medical first responder and rescue services for the Ashland City Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The City will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Ashland City Rural Fire District
2. The City will answer fire, medical first responder and rescue service calls in the Ashland City Rural Fire District will, to the best of the City's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2022 and shall end on June 30, 2025.
4. The parties agree to the following for the Ashland City Rural Fire District.
 - A. A primary service fee as set forth in Exhibit A, shall be paid annually by the County to the City to provide fire protection, emergency medical first responder and rescue services in the Ashland City Rural Fire District.
 - B. In addition to the primary service fee, City will accept a supplemental service fee as set forth in Exhibit A, paid by the County from the Pleasant View Rural Fire District tax fund, to ensure response and supplement response as specified in Cheatham County Dispatch Guidelines on calls within the Pleasant View Rural Fire District.
 - C. The Emergency Service Number ("ESN") in the County's E-911 system will be configured

so that ACFD is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cunniff Drive to Sycamore Creek, Valley View Road from Bandy Road to the Davidson County line and all roads in that span, (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail) and all life threatening calls on the Cumberland River inside of Cheatham County.

5. The County shall compensate the City for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit A, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.

6. In addition to the fees set forth in paragraph 4 above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a. Ashland City Fire Department	\$27,500.00
b. Henrietta Fire District (paid to PVVFD)	\$27,500.00
c. Kingston Springs Fire Department	\$27,500.00
d. Pegram Fire Department	\$27,500.00
e. Pleasant View Fire Department	\$27,500.00
f. Two Rivers Fire District (paid to ACFD)	\$27,500.00
g. Harpeth Ridge Fire Department	\$5,000.00
h. Fire Association	\$30,000.00
TOTAL	\$200,000.00

7. It is expressly understood that the City has a combination of municipal personnel and volunteer firefighters comprising its fire department. No guarantee as to the level of service within the Ashland City Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the City's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the City, or other fire department officer in charge, not to respond to a fire call or special service call in the Ashland City Rural Fire District because of an existing emergency within the city limits of Ashland City shall be final. However, the Chief of the City or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Ashland City Rural Fire District.

8. The City shall endeavor to obtain and maintain a Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") of 4/4y or lower within the Ashland City Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the City.

9. The County will make no claim against the City for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the

officers, agents, employees, or volunteers of the City or its fire department.

10. The City will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from City's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the City will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The City releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The City shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunity, defenses or tort liability limits that the City may have under TGTLA or other applicable law.

11. The City shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the City.

12. The City will not charge or solicit any subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Ashland City Rural Fire District (does not include fund raising and/or charitable contributions).

13. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The City acknowledges that it has received and is in the possession of said plan.

14. In keeping with the best interest of its organization and the fire districts it serves, ACFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.

15. The City shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.

16. The City shall comply with all State of Tennessee training laws pertaining to fire departments.

17. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for the City to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.

18. The City shall generate an incident report for each call answered and shall submit it to the State of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.

19. Notwithstanding that this contract is for a term of three (3) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be

sent to the Office of the County Mayor.

20. At the end of the original three (3) year term of this contract, if no changes have been made to this contract, the County Mayor and City may renew this contract for an additional term provided, however, the parties will negotiate any increase of the primary service fee and supplemental fee paid to the City.

21. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the City Mayor/City Council of the Town of Ashland City, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

Town of Ashland City

Cheatham County

BY: _____
JT Smith, City Mayor

BY: _____
Kerry McCarver, County Mayor

Exhibit A

ASHLAND CITY FIRE DEPARTMENT

1. **Annual Primary Service Fee from County to Ashland City for Fire & Rescue Service within the Ashland City Rural Fire District**

July 1, 2022 – June 30, 2023 \$ 184,144.17

July 1, 2023 – June 30, 2024 \$ 190,589.21

July 1, 2024 – June 30, 2025 \$ 197,259.84

The above represents a 3.5% Annual Increase

2. **Annual Distribution from the County Fire Chief to Ashland City (includes share from Two Rivers District)**

July 1, 2021 – June 30, 2022 \$ 55,000.00

July 1, 2022 – June 30, 2023 \$ 55,000.00

July 1, 2023 – June 30, 2024 \$ 55,000.00

July 1, 2024 – June 30, 2025 \$ 55,000.00

3. **Annual Supplemental Service Fee to Ashland City for Fire & Rescue Service within the Pleasant View Rural Fire District**

July 1, 2022 – June 30, 2023 \$ 40,331.42

July 1, 2023 – June 30, 2024 \$ 41,743.02

July 1, 2024 – June 30, 2025 \$ 43,204.03

The above represents a 3.5% Annual Increase

4. **Payment Due Dates**

50% payable on or before January 15 of each year of the contract

50% payable on or before March 15 of each year of the contract

5. **Late Fee Penalty**

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit B
Map of Fire Department Service Areas