

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

**RESOLUTION # 2022-20-764**

**A RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDING FOR EDUCATIONAL ASSISTANCE  
BETWEEN HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT AND  
AMBULANCE SERVICE EMPLOYEES**

**WHEREAS**, the Hartsville/Trousdale County Metropolitan Government operates a county-wide Ambulance Service for the benefit of the county residents and others needing emergency medical treatment and transportation; and

**WHEREAS**, it is in the best interest for Hartsville/Trousdale County Ambulance Service to have the most highly trained and qualified personnel available; and

**WHEREAS**, Hartsville/Trousdale County Metropolitan Government amends a Memorandum Of Understanding between Ambulance Service Employees and HTCG to provide financial assistance for employees desiring to attend EMT, AEMT and Paramedic school. *(See attached Memorandum of Agreement)*; and

**WHEREAS**, in return for financial assistance for said school assistance the employee shall continue to work for Hartsville/Trousdale County Ambulance Service for a minimum of three (3) years in full time status following the completion of the classes.

**NOW, THEREFORE BE IT RESOLVED** by the Hartsville/Trousdale County Commission that the attached Memorandum of Understanding shall be amended by adding the EMT and AEMT as employees that are eligible for school assistance.

*ATTACHMENT: HTC EMS Memorandum of Agreement*

Motion to approve: Amber Russell

*Electronic Voting*

Second motion: Rachel Jones

YES 16 NO 3 ABSENT 1

**RESOLVED AND APPROVED ON JULY 25, 2022 IN REGULAR SESSION**

**APPROVED:**

**ATTEST:**

  
**Dwight Jewell**  
Commission Chair

  
**Rita Crowder**  
County Clerk

**HARTSVILLE/TROUSDALE COUNTY EMS**  
**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Hartsville/Trousdale County, Tennessee, hereinafter referred to as "Trousdale County", a political subdivision of the State of Tennessee, and \_\_\_\_\_ of \_\_\_\_\_, Tennessee, hereinafter referred to as the "Employee":

**W I T N E S S E T H :**

WHEREAS, Trousdale County operates an ambulance service in Trousdale County, Tennessee, Trousdale County desires that a certain percentage of employees of its ambulance service be paramedics, hereinafter referred to as "Paramedics", with the remainder of the employees being emergency medical technicians, hereinafter referred to as "EMTs", and advanced medical technicians, hereinafter referred to as "AEMTs"; and

WHEREAS, the State of Tennessee regulates and licenses Paramedics, AEMTs and EMTs, the state regulators require that all applicants for licensing of Paramedics, AEMTs and EMTs and successfully complete certain course work and testing procedures. This course work, testing, and licensing is done by the State of Tennessee.

THEREFORE, Trousdale County and the Employee covenant and agree as follows:

**I. TERMS**

The term of this agreement shall begin upon the date the employee is licensed as a Paramedic, AEMT or EMT and shall extend thereafter until employee has completed three (3) calendar years in full time status work for the Trousdale County Emergency Medical Services. For such, Trousdale County agrees to cover the cost of tuition, books and liability insurance as long as the student maintains an 80 average for that semester. Trousdale County will compensate the employee eight (8) hours for classroom attendance on an on-duty day.

**II. REPAYMENT BY EMPLOYEE**

Employee is aware that Trousdale County shall expend sums of money training and licensing him/her. Employee promises, covenants, and contracts that should his/her employment terminate either voluntarily or by termination during the term of the foregoing contract, then employee shall repay to Trousdale County the prorated amount expended by Trousdale County for certification of the Employee as a Paramedic, based upon the time worked after the licensing of the Paramedic. Should employee drop out of the certification program or fail to finish for any reason, then and in that event, Employee shall repay to Trousdale County the entire amount expended by Trousdale County for certification of the Employee, and shall surrender all textbooks and materials acquired up to that point in his/her training.

Should the employee be disciplined in such a fashion as his/her skills are restricted to the EMT level by the Medical Director for Trousdale County EMS, the employee shall repay all funds paid by the County to that point.

**III. COSTS OF COLLECTION**

Employee hereby agrees to pay all expenses of collection as set out above, including but not limited to all costs, legal fees and court costs.

**IV. AMENDMENTS**

No amendment or modification shall be effective to amend or modify this contract unless same is reduced to writing and signed by both parties. Employee will be licensed by the State of Tennessee as a Paramedic no later than the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**V. VENUE**

The venue of any disputes whatsoever arising out of this contract shall lie only in the General Sessions Court or Circuit Court of Trousdale County, Tennessee, and shall be tried without a jury

**VI. NOTICES**

Any notices required to be sent herein shall be sent U.S. Mail to the following addresses:

Hartsville/Trousdale County EMS \_\_\_\_\_  
95 River Valley Drive \_\_\_\_\_  
Hartsville, TN 37074 \_\_\_\_\_

**VII. MISCELLANEOUS**

It is understood and agreed between the parties that the foregoing agreement is not a contract for employment, but rather an agreement to reimburse expenses should the Employee's employment terminate either voluntarily or by termination during the term of the foregoing contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

HARTSVILLE/TROUSDALE COUNTY

EMPLOYEE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

STATE OF TENNESSEE  
COUNTY OF TROUSDALE

Before me, the undersigned authority, a Notary Public in and for said state and county, personally appeared \_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself/herself to be \_\_of Trousdale County, Tennessee.

Witness my hand and official seal at office in Hartsville, Tennessee, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_