



# CITY OF KINGSLAND, GEORGIA

## CITY COUNCIL

AGENDA • JANUARY 23, 2017

---

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

---

### **I. CALL TO ORDER AND WELCOME GUESTS**

### **II. INVOCATION AND PLEDGE TO THE FLAG**

1. Reverend Al Crumpton, King of Peace Episcopal Church Boy Scout Troop 226, the Pledge to the Flag -

### **III. ROLL CALL**

Kenneth E Smith Sr  
Charles Grayson Day Jr.  
James Ham  
Jim McClain  
Richard A. Winters

Mayor  
Mayor Pro Tem  
City Councilman  
City Councilman  
City Councilman

### **IV. CONSENT DOCKET**

- A. Approve the Council Minutes of the last regular Council Meeting
  1. City Council - Regular Meeting - Jan 9, 2017 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

### **V. GRANTING AUDIENCE TO THE PUBLIC**

### **VI. OLD BUSINESS**

### **VII. NEW BUSINESS**

1. Approval Of: Agreement Between the City of Kingsland and Emergency Resources Group -

2. Approval Of: Letter for Access Road, Proposed Camden County Campus of Coastal Pines Technical College -

## **VIII. MAYOR AND COUNCIL ANNOUNCEMENT**

## **IX. ADJOURNED**

## AGREEMENT

**THIS AGREEMENT** is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Kingsland**, a governmental subdivision of the State of Georgia (hereinafter referred to as “City of Kingsland”) and **Emergency Resources Group**, a Georgia licensed emergency medicine physician group.

## W I T N E S S E T H

**WHEREAS**, the City of Kingsland is responsible for payment of medical services provided to persons receiving medical clearance and persons being held in Custody, as hereinafter defined, the City of Kingsland Police Department (hereinafter referred to as “Police Department”); and

**WHEREAS**, Emergency Resources Group provides medical services for persons receiving medical clearance and persons in custody as requested by the Police Department; and

**WHEREAS**, Emergency Resources Group proposes to discount billings to the City of Kingsland for services rendered to person receiving medical clearance and persons in Custody in return for prompt payment; and

**WHEREAS**, the City of Kingsland intends to provide prompt payment as defined herein;

**NOW THEREFORE**, in consideration of the promises and understandings as hereinafter set forth, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is agreed by and between Emergency Resources Group and the City of Kingsland acting through their duly authorized officers to the following:

(l) Services: Emergency Resources Group shall continue to provide medical clearance and outpatient care for persons in Custody who are referred and transported to Emergency Resources Group by the Police Department. The term “Custody” shall mean when a person is under the physical care and control of the Police Department, usually, though not in every case, such Custody beginning when a person is placed under arrest pursuant to warrant, sentence or other court action and ending when that person is released by official action. The term “official action”, shall mean when a person is released due to bonding procedures, orders of the court, the decision to dismiss charges or forgo prosecution, or is released in the Custody of the Camden County Sheriff’s Office or another law enforcement or custodial agency.

The management of medical care and treatment by Emergency Resources Group shall be solely and exclusively under the control of Emergency Resources Group and the City of Kingsland shall have no control or authority over the medical care or selection of professional or other staff or over the operation of Emergency Resources Group except as to physical arrangements recommended by the Police Department and accepted by Health System Security as necessary to safeguards the public, health care workers or the person in Custody.

(2) Staff: Emergency Resources Group shall only employ qualified staff to perform the required medical services under this Agreement who have the required training and state licensing.

(3) Payment: The City of Kingsland agrees to pay the reasonable costs subject to the discounts enumerated in this agreement for the minimum assessment, jail clearance and medical services, inpatient or outpatient, when the service is provided at the City of Kingsland's or Police Department's request to persons in Custody of the Police Department. The Department shall provide authorization in writing and acknowledge financial responsibility for each such treatment.

(a) Emergency Resources Group shall invoice the City of Kingsland for the reasonable costs for services rendered. The City of Kingsland shall review an itemized bill for each invoice and shall determine which services are the costs for minimum assessment, jail clearance and for any services that are provided after the Police Department arrives at the scene of the incident with the patient/person in custody. The City of Kingsland shall include a copy of the itemized bill or other documentation which outlines which charges they are responsible for and remitting payment for. The City of Kingsland is responsible for all medical services provided in relation to the medical clearance for jail and for any medical services that are provided based on injuries or illnesses that arise after the Police Department arrives or becomes involved with the person that needs medical services.

(b) The City of Kingsland shall reimburse Emergency Resources Group a flat rate of \$75.00 for all minimum patient assessments and screenings provided. Furthermore, the City of Kingsland shall be entitled to additionally deduct a discount of thirty percent (30%) from all charges exceeding the minimum flat rate if these charges are deemed their responsibility. All discounts and flat rate fees provided by Emergency Resources Group are extended on the provision that payment will be mailed to Emergency Resources Group within thirty (30) days of the billing date. Payments made after thirty days of the billing date may not be subject to the discount. Emergency Resources Group shall bill the patient/person in custody for the remainder of any charges that are not the responsibility of the City of Kingsland. Should a complete and accurate address not be provided, the City of Kingsland shall not be responsible for the payment of all charges incurred for all medical services provided to the patient/person in custody.

(c) Each person receiving medical clearance or additional medical services shall be treated as a separate billing with outpatient services terminating upon release from Custody of the Police Department, and inpatient services begun before release from Custody of the Police Department shall continue for so long as the official Custody by the Police Department is required by sentence or other court action.

(4) Confidentiality: The City of Kingsland shall keep confidential all patient medical records, and rates and terms of this agreement, except as may be required for response to Open Records Requests pursuant to Georgia law. Emergency Resources Group shall keep confidential all records of the identity, arrest or incarceration of the person in Custody, and the rates and terms of this Agreement, subject only to authorization by the Police Department of inmate information or as may be required for response to Open Records Request pursuant to Georgia law.

(5) Security: The Police Department shall be responsible for maintaining appropriate security and supervision of persons in Custody, and shall keep Emergency Resources Group personnel fully advised regarding Custody issues and security measures.

(6) Assignment: Neither the City of Kingsland nor Emergency Resources Group shall be authorized to assign this agreement nor any part thereof without the prior written consent of the other party. This shall not prevent either party from entering similar contracts with other parties.

(7) Notices: Any notice required to be given pursuant to the terms and provisions of the contract shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to such party at its respective last known address. Each party shall promptly notify the other of any changes in its ownership or business address. Notice shall be deemed effective on the date of receipt of the notice by either party. Notice to the City of Kingsland shall be sent to the following addresses:

Mr. Lee Spell, City Manager

The City of Kingsland

P.O. Box 250

Kingsland, Georgia 31548

Notice to Emergency Resources Group shall be sent to:

Dr. Richard Stromberg

Emergency Resources Group

298 S Yonge Street

Ormond Beach, Florida 32174

(8) Governing Law: This agreement shall be construed and enforced pursuant to the laws of the State of Georgia.

(9) Liability: Each party shall, in accord with the legal limits and regulations of the State of Georgia, be liable for any claims arising out of the alleged acts of that party or by the officers, employees or agents of that party. The City of Kingsland shall not be liable for any act or omission, or for negligence, injury or malpractice, on the part of Emergency Resources Group, or any of its staff or employees practicing therein. Emergency Resources Group shall not be liable for any act or omission, or for the negligence on the part of The City of Kingsland or any of its officers, employees, agents or individuals in Custody of the Police Department.

(10) Insurance: During the term of this Agreement, Emergency Resources Group shall maintain, at its own expense, insurance covering claims of medical malpractice, personal injury or death under a policy for medical malpractice insurance with limits of not less than

\$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Emergency Resources Group shall provide certificates of insurance to the City referencing such insurance.

(11) Term: It is agreed that this agreement shall become effective \_\_\_\_\_ and shall continue through and include December 31, 2017. Either party may terminate this agreement without cause by providing thirty (30) day prior written notice.

(12) Amendments: No modifications or amendment to this Agreement shall be effective unless the amendment is in writing and signed by the parties' representatives.

**IN WITNESS WHEREOF** the parties have made and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**THE CITY OF KINGSLAND**

**EMERGENCY RESOURCES GROUP**

By: \_\_\_\_\_

Lee Spell, City Manager

By: \_\_\_\_\_

Dr. Richard Stromberg

Attest: \_\_\_\_\_

Linda O'Shaughnessy, City Clerk

Attest: \_\_\_\_\_

(SEAL)

(SEAL)





January 24, 2017

Sara Honeywill  
Senior Exec. Director, Facilities Management  
Technical College System of Georgia  
1800 Century Place, Suite 400  
Atlanta, Georgia 30345

Re: Access road for proposed Camden County campus of Coastal Pines  
Technical College

Ms. Honeywill:

The Camden County Board of Commissioners, along with the collective cities of Kingsland, St. Marys and Woodbine, are immensely grateful for the recent consideration, received from The Technical College System of Georgia (TCSG), regarding the design and engineering of a new campus of Coastal Pines Technical College to be located in Kingsland. In the future, we look forward to partnering with TCSG during the construction of the campus which will serve the residents of southeast Georgia, the military, as well as existing and prospective industries.

Our community is committed to working together in order to provide the needed access road which will serve the new campus. Please accept this letter as a statement of our intent to construct the access road after funding for the construction of the campus has been approved at the State level. At that time, the local community will work with our partners at TCSG to provide a combination of in-kind and contracted services in order to deliver a finished road before the scheduled opening of the campus.

The construction of this road will require the coordination of both County and City resources, as well as a commitment of shared funds. We all agree that this campus and the valuable education it will offer our citizens is a high priority. We look forward to working with our State partners to bring it to fruition.

**Board of County Commissioners**

James H. Starline, Chairman

**City of Kingsland**

**City of St. Marys**

John Morrissey, Mayor

**City of Woodbine**



---

Kenneth E. Smith, Sr., Mayor



---

Steven Parrott, Mayor