

COPY

AGREEMENT

**Between
THE CITY OF LAKELAND**

**And
SHELBY COUNTY GOVERNMENT**

THIS AGREEMENT, entered into this 06th day of March, 2003 by and between the City of Lakeland, Tennessee (hereinafter referred to as "City" or "Lakeland") and the Shelby County Government (hereinafter referred to as "County" or "Shelby County").

WITNESSETH

WHEREAS, Lakeland and Shelby County have current and active agreements whereby Shelby County has agreed to provide fire protection and ambulance services to residents of Lakeland and Lakeland residents are billed for such services on a monthly basis; and

WHEREAS, due to recent annexations of areas formerly covered by Shelby County into the City of Memphis, Tennessee, the area of coverage for the Shelby County Fire Department and Ambulance Services is changing to an extent that Shelby County and Lakeland will mutually benefit from a fire station being located within the corporate limits of the City of Lakeland; and

WHEREAS, Lakeland desires to construct a building of sufficient design as size to house a fire station on City of Lakeland property; and

WHEREAS, Shelby County desires to staff, equip and maintain a fire station in the City of Lakeland with firefighters employed by, and equipment owned by, the Shelby County Fire Department; and

WHEREAS, Lakeland and Shelby County will mutually benefit from the staffing, equipping and maintaining of a fire station within the corporate limits of the City of Lakeland.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and obligations herein outlined, the parties hereto agree as follows:

1. Lakeland will undertake to design and construct a building as soon as practicable, sufficient in size and design to house a fire station, within the corporate limits of the City of Lakeland at no cost to the County. It is mutually agreed that Shelby County shall have the opportunity to review and comment on the preliminary and final plans for said building. Said building will be owned by Lakeland and Lakeland and Shelby County agree that Shelby County will lease the building from Lakeland at the rate of One Dollar (\$1.00) per year.

2. The Shelby County Fire Department will staff, equip and maintain said building as a fire station at no charge to Lakeland. Lakeland residents will continue to pay the prevailing county resident fee for fire and ambulance protection.

a. For maintenance and/or repair on the fire station roof and/or HVAC system, Shelby County agrees to pay for the first One Thousand Dollars (\$1,000.00) annually for—such maintenance and/or repair and Lakeland agrees to pay the balance of any such maintenance and/or repair.

3. This agreement may be terminated by either party upon service of notice on the other party one (1) year prior to the desired date of termination. Notice shall be served by certified United States Mail, return receipt requested, to the following addresses:

City of Lakeland
10001 U.S. Highway 70
Lakeland, TN 38002

Shelby County
160 North Main Street, Suite 850
Memphis, TN 38103

4. Parties agree that, in light of chapter 1101-Growth Plan, the method of delivery of fire services provided by the Shelby County Fire Department may be subject to change, including mergers, consolidations or reorganization. Every effort will be made to engage in open communication upon any endeavor to alter the organizational structure of the Shelby County Fire Department.

5. All parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions that may be necessary or appropriate to give full effect to the basic terms and intent of the Agreement.

6. This Agreement constitutes the entire agreement between the parties regarding its subject matter. Except as expressly set forth in the Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or any of its terms or conditions. The parties hereby expressly stipulate to the adequacy and sufficiency of consideration in and for all mutual covenants contained herein.

7. This Agreement shall become effective upon the signature of both parties.

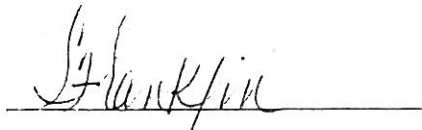
IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first above written.

For the City of Lakeland:



Scott Carmichael, Mayor

ATTEST:



Sontidra Franklin, City Recorder

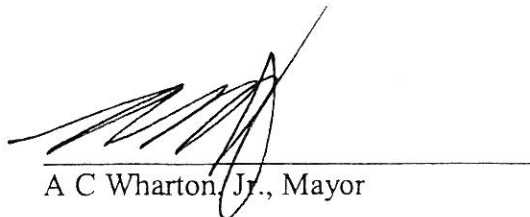
For Shelby County:

APPROVED AS TO LEGAL FORM
EFFICACY AND PROPRIETY



Contract Administrator /
Assistant County Attorney

SHELBY COUNTY GOVERNMENT



A C Wharton, Jr., Mayor