

**INTER-LOCAL AGREEMENT FOR
AUTOMATIC RESPONSE OF
FIRE, RESCUE, AND EMS SERVICES
BETWEEN THE COUNTY OF SHELBY AND
THE CITY OF LAKELAND**

Pursuant to T.C.A. §6-54-601, et seq. and T.C.A. §12-9-104 et seq.

THIS AGREEMENT entered (hereinafter "Agreement") as of the 4th day of May, 2018, by and between SHELBY COUNTY, TENNESSEE, hereinafter called "SHELBY COUNTY" and the CITY OF LAKELAND, TENNESSEE, hereinafter called "LAKELAND".

WHEREAS, the Shelby County Fire Department presently provides fire protection service to Lakeland; and

WHEREAS, the Shelby County Fire Department presently operates a fire station located at 9774 Beverle Rivera Drive, Lakeland, Tennessee 38002 pursuant to the March 6, 2003 lease agreement (hereinafter "Lease") between Lakeland as Landlord and Shelby County as Tenant. A copy of the Lease is attached hereto as Exhibit 2; and

WHEREAS, Lakeland desires to create and operate its own municipal fire department; and

WHEREAS, Lakeland plans to commence operation of its municipal fire department to provide fire protection service on July 1, 2019; and

WHEREAS, the Parties intend to terminate the above-referenced Lease to allow Lakeland to operate its municipal fire department out of the fire station currently within Lakeland's municipal boundaries; and

WHEREAS, TENN. CODE ANN. §§ 12-9-101 through 12-9-109 authorizes public agencies to enter into inter-local agreements; and

WHEREAS, TENN. CODE ANN. §§ 6-54-601 through 6-54-603 specifically authorizes incorporated cities to enter into agreements with counties for fire fighting assistance; and

WHEREAS, the Parties hereto desire to avail themselves of the authority conferred by these statutes; and

WHEREAS, the purpose of this Agreement is to provide each of the Parties through their cooperation, a predetermined plan by which upon commencement of operation of the Lakeland Fire Department on July 1, 2019, each might render aid to the other as needed for fire fighting, rescue, emergency medical (EMS), or related technical support services under specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the Parties hereto to enter into this Agreement for Automatic Response with regard to fire fighting, rescue, emergency medical (EMS), or related technical support services to provide aid as needed to assure each party adequate depth of protection.

NOW THEREFORE, pursuant to TENN. CODE ANN. §§ 6-54-601 and 12-9-102, et seq., and in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Upon commencement of operation of the Lakeland Fire Department on July 1, 2019, the Parties agree to provide Automatic Response to certain areas called "Automatic Response Zones" as the boundaries of such zones are depicted and described in Exhibit 1 attached to this Agreement. The Parties may agree in writing to amend Exhibit 1 to add or subtract specific properties or zones. The Parties agree to provide Automatic Response to the zones depicted in Exhibit 1 as indicated in the following table:

	Primary	Secondary
Zone A	Shelby County	Lakeland
Zone B	Lakeland	Shelby County
Zone C	Lakeland	Shelby County
Zone D	Lakeland	Shelby County
Zone E	Shelby County	Lakeland

2. Automatic Response and Automatic Aid are defined as the simultaneous dispatch and response of two or more fire departments to the same property, area, or zone regardless of the actual location or jurisdiction of the property.
3. The Parties agree to follow the Incident Command System ("ICS") protocol.
4. No compensation shall be paid by the Parties under this Agreement for Automatic Response of Fire, Rescue, and EMS Services, except in the case of emergency medical services where the individual(s) receiving treatment shall be charged in accordance with February 2017 Intergovernmental Agreement for Ambulance Service between the Parties.
5. This Agreement shall be valid between the signed Parties when the mayor and city manager or mayor and fire chief of the respective political jurisdictions execute it pursuant to the ordinance or resolution of each Party.
6. With the exception of the specific services described in this inter-local Agreement, all other requests for aid or assistance between the Parties shall be governed by TENN. CODE ANN. §§ 58-8-101 et seq.
7. The Parties hereby agree to terminate the Lease attached hereto as Exhibit 2. The termination shall be effective on July 1, 2019.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Automatic Response of Fire, Rescue, and EMS Services as of the day and year written above.

SHELBY COUNTY GOVERNMENT

By: *J. Kennedy*
for Mayor

By: *Ch. D. Benson*
Fire Chief

Approved as to form:

By: *[Signature]*
County Attorney

CITY OF LAKELAND

By: 
Mayor

By: 
City Manager

Approved as to form:

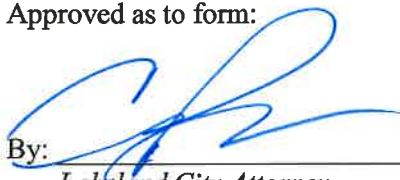
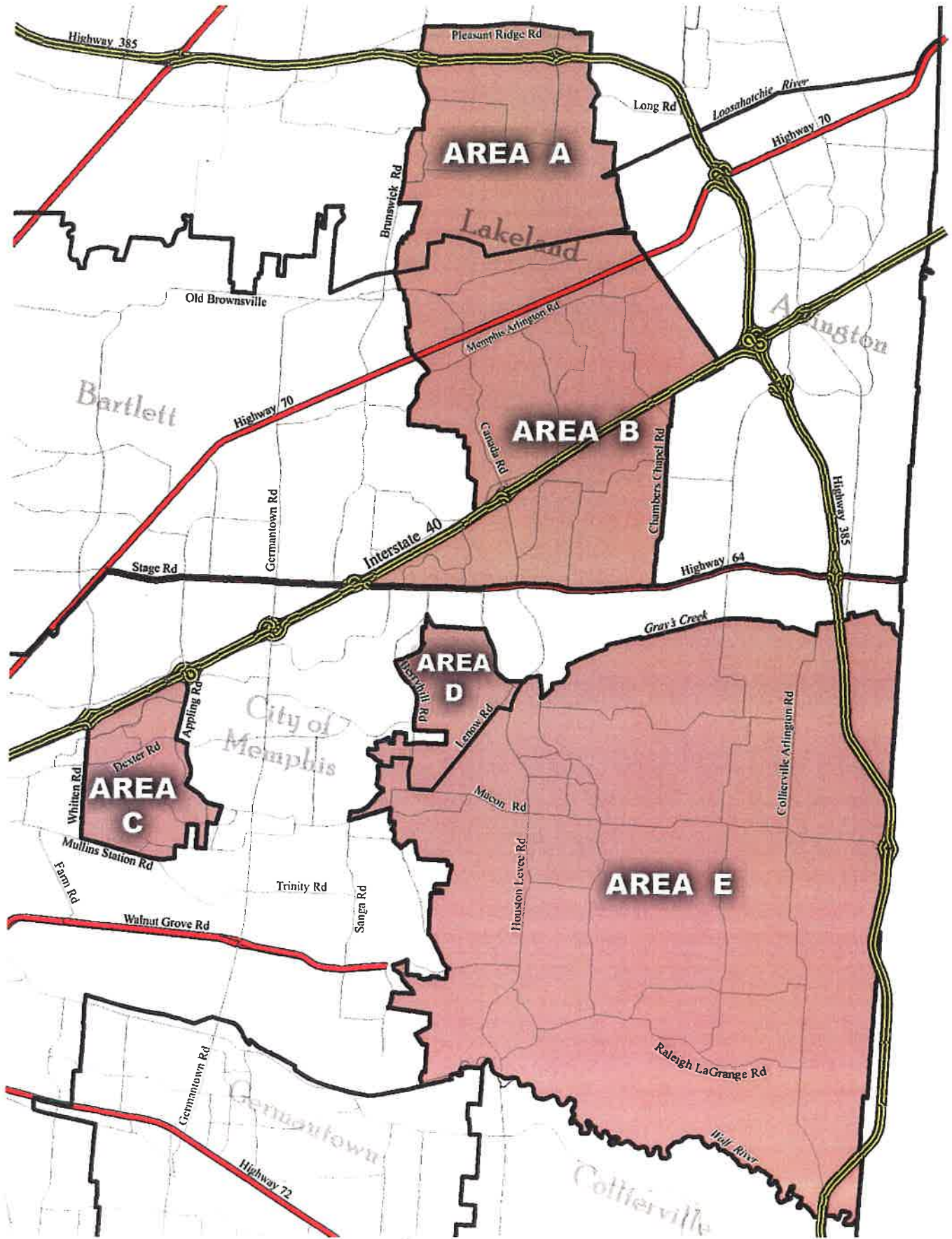
By: 
Lakeland City Attorney

EXHIBIT 1



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.

EXHIBIT 2

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.

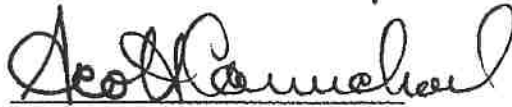
5. All parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions that may be necessary or appropriate to give full effect to the basic terms and intent of the Agreement.

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

SHELBY COUNTY GOVERNMENT


Contract Administrator /
Assistant County Attorney
A C Wharton, Jr., Mayor

ITEM # 19

PREPARED BY: Mary Bullock

COMMISSIONER THOMPSON

APPROVED BY: K. D. Webster

RESOLUTION APPROVING A CONTRACT AGREEMENT BETWEEN THE CITY OF LAKELAND AND SHELBY COUNTY GOVERNMENT FOR THE PURPOSE OF LAKELAND BUILDING A FIRE STATION WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKELAND TO BE OCCUPIED BY THE SHELBY COUNTY FIRE DEPARTMENT, AT NO COST TO SHELBY COUNTY GOVERNMENT, TO PROVIDE FIRE PROTECTION AND AMBULANCE SERVICES TO THE RESIDENTS OF LAKELAND.

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

WHEREAS, The City of Lakeland will own the building and Shelby County Government will lease the building from Lakeland at the rate of One Dollar (\$1.00) per year; and

WHEREAS, The Lakeland residents will continue to pay the prevailing monthly county resident fire fee for fire protection and ambulance services; and

WHEREAS, The Shelby County Fire Department will staff, equip and maintain this fire station in the City of Lakeland with firefighters employed by, and equipment owned by, the Shelby County Fire Department at no charge to City of Lakeland; and

WHEREAS, Shelby County Government agrees to pay for the first One Thousand Dollars (\$1,000.00) annually for maintenance and/or repair on the fire station roof and/or HVAC system, and City of Lakeland agrees to pay the balance of any such maintenance and/or repairs; and

WHEREAS, This contract 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.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSE, That the contract agreement between the City of Lakeland and Shelby County Government for the purpose of Lakeland to build a Fire Station within the corporate limits of the City of Lakeland at no cost to Shelby County Government is hereby approved.

BE IT FURTHER RESOLVED, The City of Lakeland will own the building and Shelby County Government will lease the building from Lakeland at the rate of One Dollar (\$1.00) per year.

BE IT FURTHER RESOLVED, That Shelby County Government agrees to pay for the first One Thousand Dollars (\$1,000.00) annually for maintenance and/or repair on the fire station roof and/or HVAC system, and City of Lakeland agrees to pay the balance of any such maintenance and/or repairs.

BE IT FURTHER RESOLVED, That this contract agreement will remain in effect until it is terminated by either party upon service of notice on the other party one (1) year prior to the desired date of termination, which notice shall be served by certified United States mail, return receipt requested.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the aforementioned contract agreement on behalf of Shelby County Government for the purposes herein contained and executed copies of which is on file in the Purchasing Department.


A C Wharton, Jr.
County Mayor

Date April 28, 2003

ATTEST:


Caroline Suggs
Clerk of County Commission

ADOPTED APRIL 21, 2003



Shelby County Government

A C Wharton, Jr.
Mayor

May 21, 2003

Mr. Bob Warry
City Manager
City of Lakeland
10001 Highway 70
Lakeland, Tennessee 38002

Re: Contract-City of Lakeland
Construction of Fire Station/Ambulance Service
Shelby County Contract CA033642

Dear Bob:

Enclosed please find the fully executed copies of the above mentioned contract with the City of Lakeland for the purpose of building a fire station to house a Shelby County Fire Department Company of fire fighters and ambulance personnel. Please consider this letter as your "*Notice to Proceed*" with construction of the facility as described in the contract.

In submitting any paperwork, documents, etc. to the Shelby County Fire Department, please make sure the above listed contract number is shown on the document/s.

If there are any questions, please give me a call, 379-7072.

Respectfully

William H. Hiner III
Chief
Shelby County Fire Department

Enclosure

WHH/