

R E S O L U T I O N

A Resolution to authorize the Mayor to sign mutual aid fire assistance agreements with the cities of Lawrenceburg, Tennessee, Mt. Pleasant, Tennessee, Franklin, Tennessee, Hohenwald, Tennessee, Lewisburg, Tennessee, Pulaski, Tennessee, Centerville, Tennessee, and Maury County, Tennessee.

WHEREAS, the City Council of the City of Columbia, Tennessee, is desirous of entering into agreements whereby mutual fire assistance may be provided by various local governments for the benefits of each participating government; and

WHEREAS, the statutes of the State of Tennessee authorize local governments to enter into such agreements with other local governmental agencies; and

WHEREAS, agreements can be prepared which will provide for mutual aid protection assistance among those local governments in Tennessee with which the City of Columbia is interested in entering into agreements from mutual aid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, that the Mayor of the City of Columbia, Tennessee, is authorized and empowered to enter into mutual aid fire assistance agreements on behalf of the City of Columbia, Tennessee, with the cities of Lawrenceburg, Tennessee, Mt. Pleasant, Tennessee, Franklin, Tennessee, Hohenwald, Tennessee, Lewisburg, Tennessee, Pulaski, Tennessee, Centerville, Tennessee, and Maury County, Tennessee. The Mayor is further authorized to execute any and all agreements with said governmental entities to effectuate a mutual aid fire assistance agreements with said governmental agencies.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the 4th day of February
1987.

J. A. Morgan
J. A. MORGAN - MAYOR

ATTEST:

Betty R. Modrali
BETTY R. MODRALI - CITY RECORDER

William S. Fleming
WILLIAM S. FLEMING - CITY ATTORNEY

MUTUAL AID AGREEMENT

THIS AGREEMENT entered this _____ day of _____, 19____, by and among: City of Columbia, Tennessee, a municipal corporation, and _____.

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

WHEREAS, sections 12-9-101 through 12-9-109, Tennessee Code Annotated, authorize public agencies in this state to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by this law; and

WHEREAS, the purpose of this agreement is to provide each of the parties, through their mutual cooperation, a predetermined plan by which each might render aid to the other in case of emergency which demands fire department services to a degree beyond the existing capabilities of either party; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for mutual assistance in fire emergencies to provide reserves needed to assure each party of adequate protection;

NOW, THEREFORE, in consideration of the mutual covenants contained, herein, the parties hereby agree as follows:

1. The parties will respond to calls for fire assistance only upon request for such assistance made by the senior fire department official on duty of the fire department of the respective city. All requests for emergency fire assistance shall be made only to the _____ or _____.

2. Upon request for aid received as provided for in paragraph (1), the senior fire department officer of the responding party will authorize a response as follows:

- (a) Each of the parties to this Agreement will provide at least the following personnel and equipment in response to the request:

Minimum request - one (1) fire truck and one (1) person

Maximum request - one (1) fire truck and four persons to include an officer.

Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the senior fire department officer of the responding party after discussion with the senior fire department officer of the requesting party.

- (b) If there is also an emergency in the jurisdiction of the responding party at the time the request is made, or one occurs in the course of responding to a request under this agreement, and the senior fire department officer of the responding party reasonably determines, after a consideration of the severity of the emergency in his jurisdiction, that the responding party cannot comply with the minimal requirements under this agreement without endangering life and/or incurring significant property damage in his jurisdiction, he may choose to use all equipment and personnel in his own jurisdiction. In such case, the senior fire department officer of the responding party shall inform the senior fire department officer of the requesting party of his decision.

In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this agreement impossible for the responding party, the senior fire department officer of the responding party shall determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdictions, how best to respond to the requests. The senior fire department officer may determine to send all available resources under this agreement to the jurisdiction with the most dire emergency, or he may send some resources to each requesting jurisdiction. The senior fire department officer shall inform the requesting officer of the requesting parties of his decision.

In both situations outlined in this subsection (b) where compliance with the minimal duties of this agreement is impossible, the requesting party or parties will not expect full compliance with those minimal duties but will expect a fair appraisal of the emergencies involved and a commensurate response.

3. It shall be the responsibility of the responding party to see that all personnel responding to the request for assistance are responsible persons, and the conduct and actions of said personnel shall be the responsibility of the party sending assistance.

4. When fire department personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, right, privileges, and immunities, including coverage under the Worker's Compensation Laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall be extended to any geographic area necessary as a result of the request when said personnel are acting within the scope of the authority conferred by this agreement.

5. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties in responding under the terms of this agreement.

6. The party responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from a specific location.

7. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed or bodily injury at the actual scene of any emergency due to actions which are required in responding under this agreement; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property exists or the incident occurs.

8. No compensation will be paid by the parties under this agreement for mutual aid fire assistance rendered.

9. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage, or personal injury occurring in consequence of mutual aid fire assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.

10. The senior fire department officer in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior fire department officer in command of the responding party.

11. This agreement shall continue from year to year until terminated by either party giving 30 days written notice of termination to the other party. No further obligation or liabilities shall be imposed after such termination.

12. This agreement shall be valid only when it is executed by the Mayor/County Executive of the respective political jurisdictions pursuant to the ordinance/resolution of each jurisdiction authorizing the Mayor/County Executive to execute it.

IN WITNESS WHEREOF, the parties hereto have executed
this agreement as of the day and year written above.

Mayor - City of Columbia

Attest: _____
Witness

Adopted: _____
Date

Approved as to Form: _____
City Attorney

Henry C. Jones

Mayor/County Executive

Attest: _____
Witness

Adopted: _____
Date

Approved as to Form: _____
City/County Attorney