

RESOLUTION NO. 162

RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT WITH HAWKINS COUNTY AREA FIRE DEPARTMENTS

WHEREAS, Tenn. Code Anno. §12-9-101 et seq. authorizes municipalities to enter into such inter-local agreements for mutual aid; and

WHEREAS, The health and welfare of the citizens of Town of Mount Carmel, Tennessee will be improved by entering into such an agreement; and

WHEREAS, The Fire Chief recommends execution of the attached Mutual Aid Agreement; and

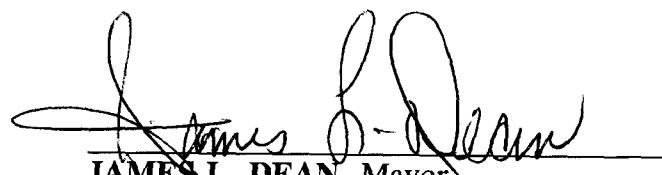
WHEREAS, Mount Carmel Municipal Code section 1-401 et seq. allows the Mayor to negotiate such agreements and present same to the Board of Mayor and Aldermen for its approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, as follows:

Section 1. The Mayor is authorized to execute on behalf of the town the mutual aid agreement attached hereto as exhibit A.

Section 2. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this 18 day of December, 1997.



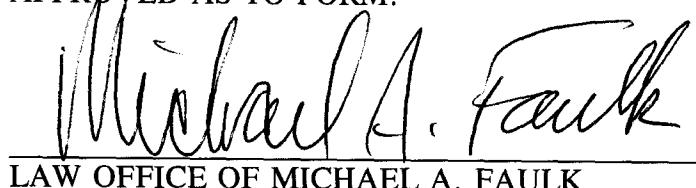
JAMES L. DEAN, Mayor

ATTEST:



NANCY F. CARTER, Recorder

APPROVED AS TO FORM:



MICHAEL A. FAULK
LAW OFFICE OF MICHAEL A. FAULK

AYES 5

NAYS 0

OTHER 0

HAWKINS COUNTY FIREFIGHTING INTERLOCAL
COOPERATION AND MUTUAL AID AGREEMENT

THIS AGREEMENT, entered into by and between those agencies whose names appear in Exhibit "A", which exhibit is incorporated into this agreement by reference as fully as if set forth verbatim herein, as follows:

WITNESSETH:

WHEREAS, Tennessee Code Annotated, Section 12-9-101 et seq., known as the Tennessee Interlocal Cooperation Act, and Chapter 155 of the 1987 Public Acts of Tennessee, known as the Local Government Emergency Assistance Act of 1987, authorize public agencies of this state to enter into interlocal agreements for mutual assistance; and

WHEREAS, the parties hereto by this agreement avail themselves of the authority conferred by these acts; and

WHEREAS, it is the intention of the parties hereto to provide each of the parties by mutual assistance commitments with a predetermined plan by which each might render aid to the other in case of emergency which demands fire fighting 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 said agreement for mutual assistance in firefighting to assure each party of adequate protection.

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

1. The parties will respond to calls for firefighting assistance only upon request for such assistance made by the chief firefighting official for the requesting agency, or his designee who may request mutual aid, such as division or shift supervisors or other firefighting personnel. All requests for emergency firefighting assistance shall be directed only to the chief firefighting official, or his designee, for the entity from which aid is requested.

2. Each party's response, if any, to such call for assistance will be determined by the chief firefighting official for the responding agency, or his designee, in the exercise of his sound discretion. All personnel responding to a mutual aid request should report to the incident commander or his/her designee. Any decision reached by the aforesaid chief firefighting official for the responding agency, or his designee, as to such response shall be final.

3. Except as may be applicable under paragraph five of this instrument, the conduct and actions of personnel for the responding firefighting agency shall be the responsibility of the party sending assistance, and personnel for the responding agency shall at all times be considered as employees for the responding agency.

4. The party responding to the request for mutual assistance under the terms of this agreement shall be liable and responsible for the damage to its own apparatus and/or equipment. The responding party shall also be liable and responsible for any damage caused by its own apparatus and/or negligence of its own personnel while in route to or returning from a specific location.

5. The responding party assumes no responsibility or liability for damage to property or injury to any person that may occur at the actual scene of an emergency due to actions taken in responding under this agreement. Pursuant to T.C.A. 29-20-107 (f), employees of the responding party acting at the scene of the emergency shall be considered employees of the requesting party for tort liability purposes.

6. No compensation will be paid by the parties under this agreement for said mutual assistance rendered.

7. Except as may be applicable under paragraph six of this instrument, the parties hereto agree that no claim for compensation will be made by any party against any other party for loss, damage, or personal injury which may occur in consequence of mutual claims are hereby expressly waived.

8. Except as provided in paragraph five, at all times officers of the responding agency shall be considered to be employees of the responding agency and to be acting within the course and scope of their employment for purposes under the Governmental Tort Liability Act or Worker's Compensation Law of the State of Tennessee.

9. The chief firefighting official for the requesting agency, or his designee, 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 requesting party shall be relayed through the ranking officer of the responding party at the scene.

10. All firefighting personnel employed by the parties to this agreement shall during such time that said personnel are actually providing aid outside the jurisdictional limits of the employing party pursuant to a request for aid made in accordance with this agreement, shall have the same powers, duties, rights, privileges, and immunities as if said personnel were performing their duties within the political subdivision in which they are normally employed.

11. The party having financial responsibility for the firefighting agency providing services, personnel, equipment, communication or facilities utilized pursuant to the provisions of this agreement shall bear any loss or damage to the same and shall pay any and all expenses incurred in the maintenance and operation of the same.

12. The party having financial responsibility for the firefighting agency providing aid pursuant to this agreement shall compensate all of its employees rendering aid pursuant to this agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. If such amounts would be due if the aforesaid personal injury or death had occurred within the normal jurisdiction of that party. Such compensation shall also include all benefits normally due such employee.

13. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workmen's compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any party when performing their respective functions within the territorial limits of their respective party's jurisdiction shall apply to them to the same degree, manner and extent while engaged in the performance of any provisions of this mutual aid agreement. A provision of this agreement shall apply with equal effect to paid and auxiliary employees.

14. This agreement may be canceled at the discretion of the chief executive officer, the Fire Chief, and/or the Public Safety Director of any party upon 60 days written notice to all other parties.

15. This agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until canceled as provided therein.

16. This agreement shall be reviewed annually by the Hawkins County Firemen's Association. Revisions to this agreement may be made upon approval by the Hawkins County Firemen's Association.

(Exhibit A)

HAWKINS COUNTY FIREFIGHTING
INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT
SIGNATURES AND ACKNOWLEDGMENTS

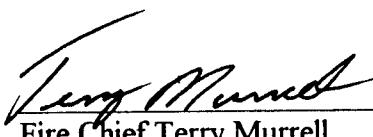
Dennis J. Robinson
Fire Chief Dennis J. Robinson
Bulls Gap Volunteer FD
Date: 10-19-97

Jimmy K. Housewright
Fire Chief Jimmy K. Housewright
Carter's Valley Volunteer FD
Date: 10-15-97

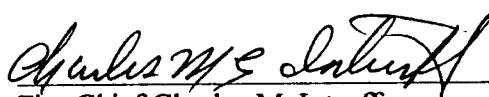
Stanley Arnold
Captain Stanley Arnold
Church Hill Emergency Medical Service
Date: 11-11-97

Mark E. Johnson
Director of Public Safety Mark E. Johnson
Church Hill FD
Date: 10-15-97

Paul Morrison
Mayor Paul T. Morrison
City of Church Hill, Tennessee
Date: 10-15-97



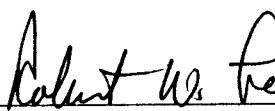
Fire Chief Terry Murrell
Clinch Valley Volunteer Fire Department
Date: 12-11-97



Fire Chief Charles McInturff
Goshen Valley Volunteer FD
Date: 11/12/97



Director Gary Murrell
Hawkins County Emergency Medical Service
Date: 12/18/97



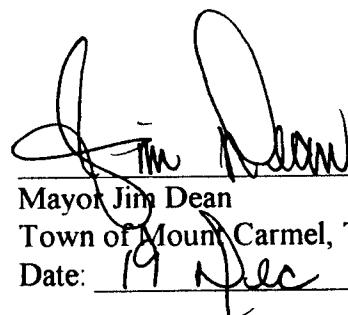
Chief Bob Laeng
Hawkins County Emergency Response Team
Date: 11/18/97



Fire Chief James C. Klepper
Lake View Volunteer FD
Date: 12-10-97

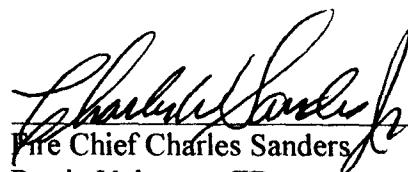


Fire Chief A. H. Parsons
Mount Carmel Volunteer FD
Date: 12-23-97



Mayor Jim Dean
Town of Mount Carmel, Tennessee
Date: 19 Dec 97

Res. 162- 12-18-97



Fire Chief Charles Sanders

Persia Volunteer FD

Date: 12-10-97



Fire Chief Hal E. Price

Rogersville FD

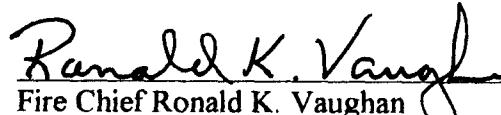
Date: 12-10-97



Mayor Jim Sells

City of Rogersville, Tennessee

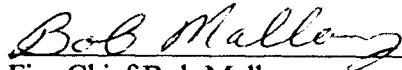
Date: 12/10/97



Fire Chief Ronald K. Vaughan

Stanley Valley Volunteer FD

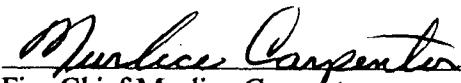
Date: 12-10-97



Fire Chief Bob Mallory

Striggersville Volunteer FD

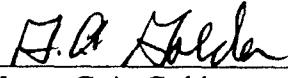
Date: 10/17/97



Fire Chief Murlice Carpenter

Surgoinsville Volunteer FD

Date: 12-14-97



Mayor G.A. Golden

Town of Surgoinsville, Tennessee

Date: 12-16-97