

RESOLUTION 2025-_____

Sponsor: **Clary**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT OF MUTUAL AID ASSISTANCE WITH SHACKLE ISLAND VOLUNTEER FIRE DEPARTMENT FOR CITY FIRE DEPARTMENT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF HENDERSONVILLE, TENNESSEE, that the City hereby authorizes the Mayor to enter into the attached Interlocal Agreement of Mutual Aid Assistance with Shackle Island Volunteer Fire Department, Inc. for fire department services provided by the Hendersonville Fire Department.

Adopted this the ____ day of _____, 2025.

APPROVED:

JAMIE CLARY, Mayor

ATTEST:

TAMARA INGERSOLL, City Recorder

APPROVED AS TO FORM AND LEGALITY:

LANCE A. WRAY, City Attorney

**INTERLOCAL AGREEMENT
For Mutual and Automatic Aid**

FOR FIRE DEPARTMENT SERVICES

(Pursuant To T.C.A. Section 12-9-101 *et seq*)

THIS AGREEMENT entered as of the _____ day of _____, 2025, by and among **THE CITY OF HENDERSONVILLE, TENNESSEE**, a Tennessee municipal corporation, (hereinafter referred to as the “City”), and **SHACKLE ISLAND VOLUNTEER FIRE DEPARTMENT, INC.**, a Tennessee nonprofit corporation.

In consideration of the mutual covenants contained herein, and in accordance with Tennessee Code Annotated, § 12-9-101 *et seq.*, the parties agree as follows:

1. The parties will respond to calls for fire department services only upon request for such assistance made by the senior fire officer on duty of the fire department of the respective party, or as otherwise designated by the requesting party. All requests for fire department services should be made to the senior fire officer of the responding party, or as otherwise designated by the responding party. Each party may designate the appropriate officer. Two types of assistance are intended by this Agreement provided as follows:

- (a) Mutual Aid Assistance, see Exhibit A
- (b) Automatic Aid Assistance, see Exhibit A

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

(a) Each of the parties to this Agreement will attempt to provide a sufficient response as determined by the severity of the emergency in the requesting party’s jurisdiction, with consideration also to the requirements of, and that which is sufficient for, the responding party’s jurisdiction.

(b) If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or one occurs in the course of responding to a request under this Agreement, and the senior fire 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 or incurring significant property damages in his jurisdiction, or both, he may choose to use all equipment and personnel in his own jurisdiction. In this case, the senior fire officer of the responding party shall attempt to inform the senior fire officer of the requesting party of his or her decision.

(c) 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 officer (or designee) of the responding party shall determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdiction, how best to respond to the requests. The senior fire officer (or designee) may determine to send all available resources under this agreement to the jurisdiction with the most dire emergency, or may

send some resources to each requesting jurisdiction. The senior fire officer (or designee) shall inform the requesting parties of his or her decision.

(d) In both situations outlined above 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.

(e) The parties hereby acknowledge and agree that this Agreement does not create a duty on either party to respond to any requests for aid, and that the responding party retains the discretion over whether and to what extent to give the aid requested.

(f) Each party reserves the right to pursue possible remedies from the property owner and/or their insurer for reimbursement of reasonable costs related to the service provided.

3. When fire personnel are sent to another community pursuant to this Agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the Workers' Compensation Laws, which exist in the responding Fire Department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of the authority conferred by this Agreement.

4. 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 that may be lost, stolen, or damaged while performing their duties in responding under the terms of this agreement.

5. The party responding to the request for mutual aid under the terms of this Agreement assumes all liabilities and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while in route to or returning from a specific location.

6. The party responding under the terms of this Agreement assumes no responsibility for liability for property damages or destroyed or bodily injury at the actual scene of any emergency due to actions that are taken in responding under this agreement. This liability and responsibility as between the parties shall rest solely with the party requesting aid and within whose jurisdiction the property exists or the incident occurs.

7. Notwithstanding any other provision of this Agreement to the contrary, 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 assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.

8. Upon the arrival of HFDs first arriving officer they automatically become attached to the Incident Commander and assist with making tactical and lifesaving and property loss

decisions.” If the first arriving volunteer firefighter has no formal training as an Officer, then they would pass command to the first arriving HFD or Volunteer staff who does.

9. This Agreement is for one (1) year, beginning on the effective date of this Agreement, unless or until written notice of termination is given by either party hereto at least sixty (60) days prior thereto. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

10. This Agreement shall be valid only if it is executed by those authorized and required to execute this Agreement.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals:

City Of Hendersonville

Shackle Island Volunteer Fire Department, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

(a) **Mutual Aid:**

The situations that HFD could provide assistance to:

- Confirmed structure fire
- Entrapment in vehicle
- Drowning
- Swift-water rescue
- Hazardous materials

(b) **Automatic Aid:**

The situations that HFD will aid:

- Active shooter situations, and
- Non-medical calls for:
 - Beech and T.W. Hunter schools
 - Saint John Baptist, Long Hollow Church, Beech Presbyterian and Shackle Island Church of Christ

The items listed in this Exhibit A are not intended to be exclusive or restrictive from other Fire Department services that may be provided, nor does it create any duty on either party to provide the services listed; and each party hereby reiterates and expressly reserves those discretions provided in Section 2 (e) of this Agreement that the responding party retains the discretion over whether and to what extent to give any aid requested.