

**INTER-LOCAL AGREEMENT FOR  
AUTOMATIC RESPONSE OF  
FIRE SERVICES**

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

THIS AGREEMENT entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWN of SOUTH CARTHAGE, TENNESSEE, hereinafter called "SOUTH CARTHAGE", the TOWN of CARTHAGE, TENNESSEE, hereinafter called "CARTHAGE", and the TOWN of GORDONSVILLE, TENNESSEE, herein called "GORDONSVILLE".

WHEREAS, Sections 12-9-101 through 12-9-109, *Tennessee Code Annotated*, authorizes public agencies of the State of Tennessee to enter into inter-local agreements; and

WHEREAS, Sections 6-54-601 through 6-54-603, *Tennessee Code Annotated*, specifically authorizes incorporated cities to enter into agreements with other cities and counties for fire fighting assistance; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each might render aid to the other as needed for fire fighting services under specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for Automatic Response with regard to fire fighting services to provide aid as needed to assure each party of this agreement adequate depth of protection.

NOW THEREFORE, pursuant to *Tennessee Code Annotated §6-54-601* and *§12-9-102, et seq.*, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to provide automatic fire fighting response to the geographic boundaries of each municipality that is a party to this agreement.
2. Automatic Response is 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 the property is located in.

3. This agreement shall be valid between the signed parties when the mayor and fire chief of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing the mayor to execute it.
4. With the exception of the specific services described in this inter-local agreement and Exhibit 01, all other requests for aid or assistance between the parties shall be governed by *Tennessee Code Annotated* §58-8-101 et seq.

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

TOWN of SOUTH CARTHAGE, TENNESSEE

By: \_\_\_\_\_ By: \_\_\_\_\_  
*Mayor* *Fire Chief*

TOWN of CARTHAGE, TENNESSEE

By: \_\_\_\_\_ By: \_\_\_\_\_  
*Mayor* *Fire Chief*

TOWN of GORDONSVILLE, TENNESSEE

By: \_\_\_\_\_ By: \_\_\_\_\_  
*Mayor* *Fire Chief*

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_  
*Town of South Carthage, Tennessee Attorney*

\_\_\_\_\_ Date: \_\_\_\_\_  
*Town of Carthage, Tennessee Attorney*

\_\_\_\_\_ Date: \_\_\_\_\_  
*Town of Gordonsville, Tennessee Attorney*

**TOWN of SOUTH CARTHAGE, TOWN of CARTHAGE,  
and TOWN OF GORDONSVILLE  
INTERLOCAL AGREEMENT**

**EXHIBIT 01**

Pursuant to Tennessee Code Annotated, Section 6-54-601 relative to fire fighting assistance, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties will automatically be dispatched and respond to calls reporting a structure fire emergency in each of the respective jurisdiction of the parties of this agreement.
2. Upon being dispatched to a structure fire, the senior fire officer shall authorize a response as follows:
  - (a) Each of the parties to this agreement will attempt to provide at least the following personnel and equipment in response to the request:
    - Minimum response - one (1) pumper apparatus and one (2) firefighters.
    - Maximum response - fifty (50) percent of personnel and resources of the agency providing aid.

Each agency's level of response will be determined by an agreed upon automatic aid emergency response guideline.

- (b) If there is an existing emergency in the jurisdiction providing aid or an emergency occurs in the course of providing aid under this agreement, the senior fire officer of the agency providing aid may determine that their agency cannot comply with the minimal requirements under this agreement without endangering life or incurring significant property damages in their own jurisdiction, or both, the officer may choose to recall all equipment and personnel to their primary jurisdiction.
  - In this case, the senior fire officer of the agency providing aid shall inform the senior fire officer of the agency receiving aid of the decision.
- (c) In cases where two or more incidents of automatic aid assistance occur at the same time, thereby making compliance with the

minimum requirements of this agreement impossible for the agency providing aid, the senior fire officer of the agency providing aid shall determine, based upon a reasonable appraisal of the emergencies of the jurisdictions receiving aid, how best to respond to the requests.

- The senior fire officer may determine to send all available resources under this agreement to the jurisdiction with the direst emergency or may send some resources to each jurisdiction receiving aid. The senior fire officer shall inform the senior fire officer of the jurisdiction receiving aid of the decision.
3. In both situations outlined in subsections (b) and (c) where compliance with the minimal duties of this agreement is impossible, the party receiving aid will not expect full compliance with those minimal duties but will expect a fair appraisal of the emergencies involved and a commensurate response.
  4. 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 they have in their fire department shall be extended to and include any geographic area necessary as a result of this automatic aid agreement when these personnel are acting within the scope of the authority conferred by this agreement.
  5. The jurisdiction receiving aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the agency providing aid that may be lost, stolen, or damaged while performing their duties in responding under the terms of this agreement.
  6. The agency providing 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 en-route to or returning from a specific location.
  7. The agency providing aid, 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. All liability and

responsibility rests solely with the agency receiving aid and within whose jurisdiction the incident occurs.

8. No compensation will be paid by the parties under this agreement for automatic aid fire services 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 automatic aid assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.
10. The senior fire officer whose community the emergency exists, and whose agency is receiving automatic aid assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations.
11. This agreement shall continue from year to year from unless written notice of termination is given by either party hereto at least sixty (60) days prior to termination of the agreement. No further obligation or liabilities shall be imposed upon the withdrawing agency after termination.
12. This agreement shall be valid only when it is executed by the mayors of the respective jurisdictions pursuant to the ordinance/ resolution of each jurisdiction authorizing the mayors to execute it.