

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
Post Office Box 547
Nolensville, Tennessee 37135

RESOLUTION #14-01

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE NOLENSVILLE
VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the Town Of Nolensville initially entered into an agreement on August 14, 1997, with the Nolensville Volunteer Fire Department, to provide fire fighting service to the Town of Nolensville, and;

WHEREAS, at various intervals over the years agreements have been entered into to provide fire protection services for the town, and;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. The Mayor is authorized to enter into an agreement with the Nolensville Volunteer Fire Department.

SECTION 2. This said agreement is attached hereto and is made a part of this Resolution.

RESOLVED this 9th day of January, 2014.

Jimmy Alexander, Mayor

Cindy Lancaster, Town Recorder

Passed: _____

FIRE SERVICE AGREEMENT

1. Parties. This agreement executed this _____ day of _____, 2014, by and between the Town of Nolensville, Tennessee, a Municipal Corporation under the laws of the State of Tennessee, (hereinafter “the Town”) and Nolensville Volunteer Fire Department, (hereinafter “the Department”), a non-profit corporation, organized and existing under the laws of the State of Tennessee. The express intent of both of these parties is that the Department will be an independent contractor.
2. Authority. The Department is organized pursuant to the authority of T.C.A 7-38-101 et. seq. which permits individuals to form private Departments for firefighting purposes. The Town has authority under its charter to enter into contracts to establish fire protection. The Town is authorized to enter into this agreement pursuant to Tennessee Code Annotated 6-54-601 and no provision herein is intended to diminish the rights of the Town pursuant to this statute.
3. Services to be Provided. The Department agrees to provide firefighting services to all areas and locations within the municipal boundary of Nolensville, Tennessee as practicable. The Department will have the authority to enter upon any private property within the Town of Nolensville for the purposes of making investigation and inspection in any manner authorized by ordinance or State Laws.

The Nolensville Volunteer Fire Department shall have as its objectives:

- a) To prevent uncontrolled fires from starting;
- b) To prevent the loss of life and property because of fires;
- c) To confine fires to their places of origin;
- d) To extinguish uncontrolled fires;
- e) To prevent loss of life from asphyxiation or drowning;
- f) To perform such rescue work as its equipment and/or the training of its personnel makes practicable;
- g) To provide emergency medical care at the highest level that the equipment and training of the personnel makes practical and allowable under the authorization of appropriate state or county officials;

- h) To provide fire code enforcement and inspections as directed by the Town within the scope of the adopted fire codes and related ordinances;
 - i) To serve as the emergency management agency of the Town;
 - j) To protect the health and safety of the citizens from the transportation, storage, or manufacture of hazardous materials to the extent possible that the level of equipment and training will allow;
 - k) To work with the water department to insure that adequate water supplies for fire protection are available; and,
 - l) To provide public fire education materials and information to the citizens in order they may protect themselves from harm.
4. Payment for Services. In consideration for all the services provided for in Section 3 hereof, the Board of Mayor and Aldermen of the Town shall provide for the services of the volunteer fire department in its annual budget. These sums, after being appropriated, will be paid on a monthly basis. The Town's contribution to the Nolensville Volunteer Fire Department for the above-described services will initially be the sum of \$130,000.00 per annum to be paid in equal monthly installments of \$10,834.34 per month for the 2013-2014 fiscal year. The payment for services shall be increased to \$136,500.00 for the 2014-2015 fiscal year and \$143,325.00 for the 2015-2016 fiscal year. The Nolensville Volunteer Fire Department will provide the Town a monthly report of the number and types of service calls made within the boundaries of the Town of Nolensville. The Department will also provide the Town a copy of its annual financial audit within 30 days after the receipt of audit by the Department, on an annual basis. Any other increase in the Town's contribution to the Nolensville Volunteer Fire Department shall be agreed upon by the parties in writing and shall be reflected in a written and executed amendment to this Agreement. The agreement may be renegotiated if the Department loses any part of its funding from Williamson County.
5. Insurance. The Department will maintain liability insurance in a sum not less than One Million Dollars (\$1,000,000) and will indemnify and hold the Town harmless from any liability related to the Department's activities. The Nolensville Volunteer Fire Department will identify the Town of Nolensville as additional insured on the liability policy provided herein.
6. Section on Municipal Ordinances. Any ordinance adopted by Town for the fire protection or fire prevention will be adhered to by the Department. The Department will also be authorized to enforce all such ordinances or Town regulations to the

extent such enforcement is permitted by the laws of the State of Tennessee and the Charter of the Town.

7. Rules and Regulations. The Department shall promulgate such rules and regulations for the operation and conduct of firefighting services as it may deem necessary and proper. The Department shall cause an up to date copy of all its rules and regulations to be deposited with the Recorder of the Town.
8. Boundaries and Territory. Both the Department and the Town understand that the Department may also adopt mutual aid agreements with other firefighting agencies, companies, or municipalities to increase the available protection in each of the areas mutually covered, and may include an agreement to provide fire services beyond the Nolensville Town limits.
9. Term of Contract. This Contract is for the Town's 2013-2014 fiscal year ending June 30, 2014 with extensions through the 2016 fiscal year ending on June 30, 2016. The contract may be terminated by either party hereto by giving ninety (90) days written notice to the other party or earlier by mutual agreement.

Witness our hand this _____ day of _____, 2014.

TOWN OF NOLENSVILLE,
TENNESSEE

By: _____

Title: _____

NOLENSVILLE VOLUNTEER FIRE
DEPARTMENT

By: _____

Title: _____