

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
WITH THE KINGSPORT LIFESAVING AND FIRST AID CREW,  
INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**

WHEREAS, Kingsport Life Saving and First Aid Crew, Inc. (KLSC) has requested that the city assist in the provision of certain rescue services in the city and the unincorporated areas of the county; and

WHEREAS, Tenn. Code Ann. § 12-09-101 through 12-9-112 authorizes public agencies of the state, including the city and KLSC as it is a rescue squad, to enter into interlocal agreements; and

WHEREAS, the purpose of this agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each may render aid to the other, as needed, for rescue services; and

WHEREAS, KLSC has provided city with funds in the amount of \$180,000.00 for FY 23-24 to be used to provide an appropriately trained on-duty Kingsport Engineer/Relief Engineer for the purpose of assisting KLSC 24/7 with rescue services in the city and unincorporated areas of the county.

Now therefore,

**BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:**

**SECTION I.** That an interlocal agreement with Kingsport Lifesaving and First Aid Crew, Inc. to assist in the provision of certain rescue services in the city and unincorporated areas of the county is approved.

**SECTION II.** That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the interlocal agreement with the Kingsport Lifesaving and First Aid Crew, Inc. and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution; said agreement being as follows:

**INTERLOCAL AGREEMENT  
FOR CERTAIN RESCUE SERVICES IN  
THE CITY OF KINGSPORT  
AND**

**UNINCORPORATED SULLIVAN COUNTY, TENNESSEE**

THIS INTERLOCAL AGREEMENT ("Agreement") is effective as of the 1st day of July, 2023, by the City of Kingsport, Tennessee, ("City"), and the Kingsport Lifesaving and First Aid Crew, Inc. ("Rescue Squad").

WHEREAS, *Tenn. Code Ann.* §§ 12-9-101 through 12-9-112 authorizes public agencies of the state, including City and Rescue Squad, to enter into interlocal agreements; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 12-9-104, the parties have the authority to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, the parties recognize that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster, or other sources, transcend political jurisdictional boundaries, and that intergovernmental coordination of resources is often the best means to address such; and

WHEREAS, most local governments do not have all the resources that may be needed in certain types of emergencies, or the capability of delivering the resources to areas where emergencies exist; and

WHEREAS, it is deemed in the public interest for the parties hereto and the citizens to enter into this Agreement to provide automatic/mutual aid response with regard to rescue services and related technical support services to assure the parties adequate protection; and

WHEREAS, on February 20, 2017, City and Rescue Squad entered into an interlocal agreement for a term of one year which automatically renewed annually and which the parties mutually desire to terminate effective as of July 1, 2023, at which time this agreement shall take effect. Furthermore, the parties acknowledge and agree that termination of the 2017 agreement to be mutually desired and that all notice requirements of that agreement have been met. Furthermore, the parties agree City shall not be required to return any reimbursement provided under the terms of paragraph 13 of the 2017 agreement as City shall continue to provide personnel to Rescue Squad pursuant to the terms of this agreement; and

WHEREAS, City of Kingsport and Sullivan County, Tennessee upon proper and lawful appropriation of funds by their respective legislative will provide Rescue Squad \$90,000.00 to provide a City engineer to be on duty 24/7 to assist Rescue Squad in providing rescue services in the city and unincorporated areas of Sullivan County, Tennessee; and

WHEREAS, Rescue Squad requests City to provide an appropriately trained on-duty Kingsport Engineer/Relief Engineer, that is a minimum of twenty-one (21) years of age, 24/7 to assist Rescue Squad in the rescue services in the city and unincorporated area of the county; and

WHEREAS, Rescue Squad has provided City with funds in the amount of \$180,000.00 for the fiscal year 2023-2024 to be used to provide appropriately trained on-duty engineer for the purpose to assist Rescue Squad 24/7 with rescue services in the city and unincorporated areas of the county; and

WHEREAS, City firefighters are considered members of Rescue Squad; and

WHEREAS, Rescue Squad provide automatic response of rescue services generally described in Exhibit A in the city and unincorporated areas of the county; and

WHEREAS, a purpose of this Agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each may render aid to the other, as needed, for rescue services.

NOW THEREFORE, pursuant to *Tenn. Code Ann. § 12-9-101, et seq.*, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The preceding covenants and affirmations are incorporated herein by reference.
2. The parties' February 20, 2017, agreement is hereby terminated upon mutual agreement as of the effective date of this Agreement.
3. Rescue Squad agrees that upon termination of the 2017 agreement, City shall not be obligated to return any reimbursement as provided for in paragraph 13 thereof, it being the intent of the parties for City to provide personnel in exchange for reimbursement from Rescue Squad under the terms of this Agreement.
4. The rendering of assistance under this agreement shall be automatic.
5. As it has personnel, volunteers, and resources available, Rescue Squad will provide rescue services as generally described in Exhibit A, in the city and unincorporated areas of the county when dispatched; provided Rescue Squad does not guarantee to answer every call made.
6. City will provide one on-duty engineer twenty-four hours a day, seven days a week (24/7) to assist Rescue Squad in providing such rescue services; provided City does not guarantee the on-duty City engineer can answer every call made.
7. City's on-duty engineer is a member of Rescue Squad and may use or operate any equipment, supplies, or resources of the rescue squad, including the operation of vehicles owned or used by the rescue squad.
8. City's on-duty engineer responding to a call, pursuant to this Agreement, will be under the supervision of City Fire Chief or designee.
9. Rescue Squad shall be liable and responsible for the damages to its own apparatus and equipment, even if the damage is cause by City's on-duty engineer. The provisions of the Tennessee Governmental Tort Liability Act shall apply to this Agreement, as applicable.
10. Notwithstanding anything contained in this Agreement to the contrary, City's on-duty engineer is a member of Rescue Squad and shall be considered as, and acting as, a member of Rescue Squad for tort liability purposes.
11. No compensation will be paid by a party to the other party for the mutual assistance rendered pursuant to this Agreement.

12. At all times, the on-duty City engineer shall be an employee of City and considered acting within the course and scope of their employment for purposes of Worker's Compensation Law and the State of Tennessee.

13. All 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.

14. Rescue Squad shall bear any loss or damage to its equipment or facilities and shall pay any and all expenses incurred in the maintenance and operation of same.

15. 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 on-duty City firefighters 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 Agreement. A provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

16. The initial term of this Agreement shall be for one year from its effective date written and shall automatically renew as a renewal term for a like term until termination by one of the parties. Either party, without cause or for its convenience, may terminate this Agreement at any time upon written notice to the other party at least one hundred twenty (120) days prior to the effective date of the termination. If City terminates this Agreement without cause during the initial term, it will return a *pro rata* share of \$180,000.00 determined by multiplying the daily rate (daily rate is calculated by dividing \$180,000.00 by 365) of \$493.16 by the number of days remaining in the initial term.

17. 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 terminated or expiration of term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

#### EXHIBIT A

TO INTERLOCAL AGREEMENT FOR  
CERTAIN RESCUE SERVICES IN THE CITY OF KINGSPORT  
and UNINCORPORATED SULLIVAN COUNTY, TENNESSEE  
THE KINGSPORT LIFESAVING CREW SHOULD BE DISPATCHED ON THE FOLLOWING:

1. ANY RESCUE RELATED CALL
2. MOTOR VEHICLE ACCIDENT WITH INJURIES, INCLUDES VEHICLE vs PEDESTRIAN/CYCLIST
3. STRUCTURE FIRES
4. INDUSTRIAL OR CONSTRUCTION ACCIDENTS (MULTIPLE PATIENTS or EXTRICATION REQUIRED)
5. STRUCTURAL COLLAPSE
6. TRENCH RESCUE
7. CONFINED SPACE RESCUE
8. SWIFT WATER RESCUE or DROWNING
9. HIGH ANGLE RESCUE
10. CAVE RESCUE
11. REMOTE AREA
12. IN ADDITION TO FIRST RESPONDER ON "ECHO" TYPE CALLS, SUCH AS:
  - a. CARDIAC ARREST
  - b. RESPIRATOR ARREST
  - c. AIRWAY OBSTRUCTION
  - d. MULTIPLE PATIENTS
13. BACK UP TO VFD FIRST RESPONDERS ON MEDICAL CALLS IN COUNTY
14. PUBLIC ASSIST INSIDE CITY (NO CHANGE OF INJURY OR ILLNESS REQUIRING TRANSPORT)
15. PUBLIC ASSIST COUNTY ONLY, IF NO OTHER FIRST RESPONDER AVAILABLE
16. AT REQUEST OF ANY RESPONDING AGENCY or DISPATCH CENTER
17. ANY CALL DISPATCH DETERMINES THE EQUIPMENT/SERVICE OF KLSC IS NEEDED

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose, and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of July, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY