

CITY OF RIDGETOP, TENNESSEE, RESOLUTION NO. 24-01

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT TO PROVIDE FIRE PROTECTION AND FIRST RESPONDER SERVICES BETWEEN THE CITY OF RIDGETOP, TENNESSEE AND ROBERTSON COUNTY, TENNESSEE.

**WHEREAS**, the City of Ridgetop and the Ridgetop Fire Department, and Robertson County, Tennessee have maintained a great working relationship for many years; and

**WHEREAS**, the City of Ridgetop through its Volunteer Fire Department provides firefighting and first responder/ rescue services to persons and property outside the corporate boundaries of the City of Ridgetop within Robertson County; and

**WHEREAS**, it is advantageous to Robertson County, Tennessee for the City of Ridgetop to continue to provide firefighting and first responder/rescue service to citizens and property within a certain geographical service area within Robertson County; and

**WHEREAS**, Robertson County, Tennessee has budgeted to provide funding to the City of Ridgetop for providing firefighting and first responder/rescue services to citizens and property within a certain geographical area within Robertson County, Tennessee.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF RIDGETOP THAT THE AGREEMENT TO PROVIDE FIRE PROTECTION AND FIRST RESPONDER SERVICES BETWEEN THE CITY OF RIDGETOP, TENNESSEE AND ROBERTSON COUNTY, TENNESSEE IDENTIFIED AS EXHIBIT 1 OF THIS RESOLUTION IS APPROVED AND THE MAYOR OF THE CITY OF RIDGETOP IS AUTHORIZED TO EXECUTE THE AGREEMENT.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF THE CITY OF RIDGETOP REQUIRING IT.

Adopted: January 16, 2024

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Mayor Tim Shaw

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City Recorder

**City Agreement  
Ridgetop, Tennessee**

**AGREEMENT TO PROVIDE  
FIRE PROTECTION SERVICES  
BETWEEN CITY DEPARTMENTS AND  
ROBERTSON COUNTY, TENNESSEE**

This agreement entered into between the undersigned municipal entity, being the City of Ridgetop, Tennessee (referred to herein as "CITY" and/or "RESPONDING AGENCY"); and ROBERTSON COUNTY, TENNESSEE, (referred to herein as "THE COUNTY"):

**WITNESSETH:**

**WHEREAS**, Robertson County, Tennessee believes that its residents who live outside incorporated municipalities should have available fire protection services; and

**WHEREAS**, Tennessee Code Annotated 6-54-601(c), by its 1987 amendment, specifically provides that "counties may appropriate funds for the payment of compensation to the municipalities for the extension of the fire fighting services;

**NOW, THEREFORE**, Robertson County, Tennessee and the undersigned Responding Agency agree as follows:

1. TERM - The term of this agreement is for a period retroactive beginning July 1, 2023 at 12:01 a.m. and ending on or before June 30, 2025 at 12 o'clock midnight, subject to the funding provisions as set forth herein. This agreement may be renewed upon terms to be agreed upon by the parties. The parties acknowledge that they have continued to operate pursuant to their prior written agreement which had a termination date of June 30, 2021 until the new beginning date of this agreement.

2. AUTHORITY - This agreement is authorized by those laws and statutes referenced above, as well as other prevailing Tennessee law. This agreement must be approved by majority vote of the Robertson County Commission and by the vote of the Responding Agency's governing body. Copies of these approving resolutions and/or minutes are attached to this contract as Exhibit "A". The undersigned Responding Agency acknowledges it shall be in compliance with TCA Title 68, Chapter 102, Part 3 (Fire Department Recognition Act).

3. GEOGRAPHICAL SERVICE AREA - The undersigned Responding Agency acknowledges it has met with city fire departments and other volunteer fire departments, they have jointly reviewed a geographical service area to be covered by the undersigned Responding Agency, and that a description of that service area is attached hereto as Exhibit "B" to the contract. The Responding Agency represents that it can provide fire fighting services within this geographical area and the County agrees to financially assist the Responding Agency, all as set forth herein.

4. RESPONSE OF RESPONDING AGENCIES -

A. ***First Response*** - The parties recognize that cities and volunteer groups are providing rural/rescue fire protection with the County, and a coverage area has been determined by those agencies and the County. That group designated as responsible for its service area shall be a "First Responder" and will provide the initial First Responder response to all fire calls within its area.

B. ***Description of Response*** - The Responding Agency will respond to the best of its ability, with suitable fire fighting equipment and personnel as reasonably available appropriate for the call, including the jaws of life if available and other life savings equipment and techniques, and will render all assistance reasonably possible in the saving of life and property. The failure to furnish the services agreed upon because of weather, road conditions, the unavailability of equipment or personnel in connection with the fighting of other fire, or for any other good reason shall not be taken as a breach of this responsibility. A response will be made within the designated area that is at least substantially equivalent in response time, personnel and equipment to a response presently being made by that responding agency.

C. ***Emergency Communications*** - Initial communication will continue to be handled by Robertson County, through its E-911 Board and dispatch facilities of Robertson County. Each Responding Agency will furnish sufficient information in order that the Agency's personnel may be contacted using said communications.

5. MUTUAL AID - All responding agencies are encouraged to enter into mutual aid agreements and/or automatic aid agreements with all other responding agencies participating within the County. The provisions of TCA Title 58, Chapter 8 (Mutual Aid and Emergency and Disaster Assistance Agreement of 2004) shall apply to this contract. The ranking person in charge in the designated service area shall have final authority for the means and method of combating the emergency, but it is anticipated that responding agencies operating by mutual aid shall work together toward this end.

6. INSURANCE AND LIABILITY - The County for itself will not make a claim against the Responding Agency for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by negligence of the officers, agents, or employees of the Responding Agency or otherwise.

The Responding Agency will make no claim against the County on account of damage to the property, or injury, to the responding agency or its employees while in the fire service of the County.

To the extent available, the Responding Agency will carry worker's compensation insurance protecting itself and the County against personal injury damage claims of its fire fighters for injury sustained. The Responding Agency and the County will protect itself against claims resulting from the negligent acts of fire fighters by insurance coverage in those amounts of liability established in Tennessee Code Annotated Section 29-20-403, et seq. The Responding Agency will furnish certificates of insurance to the County whether it be workers compensation, liability or physical damage so naming the County as additional insured. The Responding Agency is an independent agency and the County has no liability for its actions.

7. FACILITY AND TRAINING - Each Responding Agency represents that it has a current facility for adequate location from which a response can be initiated as well as equipment and vehicles available for this response. Each Responding Agency is encouraged to use a portion of the funds received for continued training of its personnel as proper responders to a fire fighting emergency. Such training will be the sole responsibility of the Responding Agency.

8. REPORTING AND RECORD KEEPING - Each Responding Agency agrees to keep records regarding the facility, equipment, and vehicles on hand available for response and personnel available. These records shall be kept in a business-like manner and contain all relevant information. Further, each Responding Agency shall keep specific records regarding its use of the funds received from the County. The Responding Agency will keep records detailing each call answered within the service area, the nature of the call, and the result of the agency's efforts. All reports will be made available to the County on a regular basis as requested by the County.

9. COUNTY PAYMENT –

a. For the time period beginning retroactive to July 1, 2023 through June 30, 2025, it is expected that the County will budget for this Responding Agency, as a contract obligation to the Responding Agency, that amount set forth on Exhibit "C" attached hereto. Subject to County Commission approval as required for each year's budget, beginning during the current fiscal year of the County and for the remaining term of the agreement, it is expected that the County may appropriate for this contract payment to the Responding Agency that amount as may be allocated in each year's approved County budget. In the event that the County fails to appropriate funds for payment to the Responding Agency, the Responding Agency may terminate this agreement.

b. The County hereby certifies that this payment consists entirely of situs-based appropriations from the unincorporated areas of Robertson County and/or revenues that have already been shared with Robertson County's municipalities, pursuant to the provisions of TCA 55-17-101(d).

10. MISCELLANEOUS -

A. This agreement may be amended at any time by mutual agreement of the parties, which includes any change in serve area or nature of the response which must be agreed by the parties. The parties shall fully cooperate with and assist each other in the performance of this agreement.

B. In the event the Responding Agency ceases to be engaged in fire fighting services, it will give 90 days written prior notice of such intention. In the event the responding agency is unable to fulfill the representations undertaken herein, the County may terminate this agreement and may cease disbursement of the then current year's line item amount for the Responding Agency. The responding agency will designate a representative for the agency to coordinate all activities under this agreement and to work with other participating fire agencies within the County.

**EXECUTED** on the date opposite each signature.

**ROBERTSON COUNTY, TENNESSEE**

Date: \_\_\_\_\_

BY: \_\_\_\_\_

WILLIAM A. VOGLE  
County Mayor

Date: \_\_\_\_\_

**RESPONDING AGENCY**  
**Ridgetop, Tennessee**

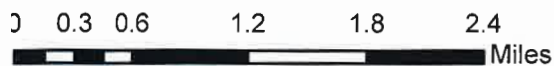
BY: \_\_\_\_\_

Title: \_\_\_\_\_

#2

Exhibit B

# RIDGETOP FIRE DEPARTMENT



CREATED BY: ROBERTSON CO  
911 ADDRESSING OFFICE

EXHIBIT C  
RIDGETOP FIRE DEPARTMENT

Fiscal  
Year 1  
2023-24

Fiscal  
Year 2  
2024-25

\$89,125.00

\$89,125.00