AGREEMENT

Between
THE CITY OF LAKELAND

And
SHELBY COUNTY GOVERNMENT

THIS AGREEMENT, entered into this 04th day of September, 2008 by and between the City of Lakeland, Tennessee (hereinafter referred to as "City" or "Lakeland") and the Shelby County Government (hereinafter referred to as "County" or "Shelby County").

WITNESSETH

WHEREAS, Lakeland and Shelby County have current and active agreements whereby Shelby County has agreed to provide fire protection and ambulance services to residents of Lakeland and Lakeland residents are billed for such services on a monthly basis; and

WHEREAS, due to recent annexations of areas formerly covered by Shelby County into the City of Memphis, Tennessee, the area of coverage for the Shelby County Fire Department and Ambulance Services is changing to an extent that Shelby County and Lakeland will mutually benefit from a second fire station being located within the corporate limits of the City of Lakeland; and

WHEREAS, Lakeland desires to construct a building of sufficient design as size to house a second fire station on City of Lakeland property; and

WHEREAS, Shelby County desires to staff, equip and maintain such second fire station in the City of Lakeland with firefighters employed by, and equipment owned by, the Shelby County Fire Department; and

WHEREAS, Lakeland and Shelby County will mutually benefit from the staffing, equipping and maintaining of such additional fire station within the corporate limits of the City of Lakeland.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and obligations herein outlined, the parties hereto agree as follows:

1. Lakeland will undertake to design and construct a building as soon as practicable, sufficient in size and design to house a second fire station, within the corporate limits of the City of Lakeland at no cost to the County. It is mutually agreed that Shelby County shall have the opportunity to review and comment on the preliminary and final plans for said building.

2. Said building, and the building covered in the March 6, 2003 Agreement between the City and Shelby County, will be owned by Lakeland and Lakeland and Shelby County agree that Shelby County will lease the buildings from Lakeland at the rate of One Dollar ($1.00) per year for an initial term of twenty (20) years that may be renewed by Shelby County for two (2) additional terms of ten (10) years each. This agreement shall renew upon notice provided by either party to the other not less than twelve (12) months prior to the end of any term provided for herein.

3. The Shelby County Fire Department will staff, equip and maintain said buildings as fire stations at no charge to Lakeland. Lakeland agrees to maintain, repair and replace as necessary the buildings and structural improvements, including but not limited to the walls, floors, ceilings, roof, infrastructure and structural parts; as well as to major items of mechanical, plumbing, electrical and HVAC system due to normal wear and tear as may be required during

the term of this agreement. The County will be responsible for ordinary maintenance of the premises arising from its usage of the properties.

4. Lakeland residents will continue to pay the prevailing county resident fee for fire and ambulance protection.

5. This agreement may be terminated by either party upon service of notice on the other party twelve (12) months prior to the desired date of termination. Notice shall be served by certified United States Mail, return receipt requested, to the following addresses:

City of Lakeland
Office of the Mayor
10001 U.S. Highway 70
Lakeland, TN 38002

Shelby County
Contracts Administrator
160 North Main Street, Suite 550
Memphis, TN 38103

6. Parties agree that, in light of chapter 1101-Growth Plan, the method of delivery of fire services provided by the Shelby County Government may be subject to change, including, but not limited to mergers, consolidations or reorganization. Every effort will be made to engage in open communication upon any endeavor to alter the organizational structure of the Shelby County Fire Department. In the event that such delivery method is altered, Shelby County may terminate this agreement on notice of less than twelve (12) months as set forth hereinabove, but in no event shall such termination occur prior to six (6) months from date of such notice.

7. It is understood and agreed that the terms of this agreement shall supersede and replace that Agreement dated March 6, 2003 between the City of Lakeland and Shelby County Government for the operation of the first fire station built by the City.

8. The parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions that may be necessary or appropriate to give full effect to the basic terms and intent of the Agreement.

9. This Agreement constitutes the entire agreement between the parties regarding its subject matter. Except as expressly set forth in the Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or any of its terms or conditions. The parties hereby expressly stipulate to the adequacy and sufficiency of consideration in and for all mutual covenants contained herein.

10. This Agreement shall become effective upon the signature of both parties. This Agreement shall be deemed to have been drafted by both parties, equally.

11. This Agreement may be executed in multiple counterparts, which together shall constitute one original.

12. The City of Lakeland is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations.

13. This Agreement will be interpreted in accordance with the laws of the State of Tennessee and litigated in the courts of the State of Tennessee.

14. This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

15. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a

provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

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

CITY OF LAKELAND, TENNESSEE

Scott Carmichael, Mayor

ATTEST:

Sontidra Franklin, City Recorder

For Shelby County:

APPROVED AS TO LEGAL FORM EFFICACY AND PROPRIETY

Contract Administrator/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., Mayor