

RESOLUTION 15-18

INTERLOCAL AGREEMENT FOR AUTOMATIC RESPONSE OF JOINT LAW ENFORCEMENT ASSISTANCE

Pursuant to *T.C.A. §6-54-301, et. seq.* and *T.C.A. §12-9-101, et. seq.*

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered as of the _____ day of _____, 2015, by and between WILLIAMSON COUNTY, TENNESSEE and the CITY OF SPRING HILL, TENNESSEE, for automatic response to calls for law enforcement assistance.

WHEREAS, the Interlocal Cooperation Act codified at *Tennessee Code Annotated*, Section 12-9-101, et. seq., authorizes public agencies of the State to enter into interlocal agreements for the joint provision of law enforcement response; and

WHEREAS, *Tennessee Code Annotated*, Section 6-54-307 specifically authorizes incorporated cities to enter into agreements with counties for law enforcement 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 law enforcement response under specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for automatic response with regard to law enforcement response to provide aid as needed:

NOW THEREFORE, pursuant to *Tennessee Code Annotated §6-54-307* and *§12-9-101, et. seq.*, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to send personnel and equipment in the complete discretion of the responding entity to provide automatic response to answer calls outside the parties' respective boundaries but located within the boundaries of Williamson County. Any law enforcement officer responding to a call as provided under this Agreement shall be considered acting in a governmental capacity entitled to all rights, privileges, exemptions and immunities as if such duty or activity were performed within the corporate limits by which such person is employed.
2. Automatic response is defined as the simultaneous dispatch and response of the party's law enforcement officers to the same property, area, or zone regardless of the actual location or jurisdiction of the property.
3. This Agreement shall be valid between the signed parties when the City of Spring Hill Mayor and the Williamson County Mayor execute it pursuant to the ordinance/resolution of each jurisdiction authorizing the party to execute it.
4. This Agreement is in addition to and shall not affect each party's responsibilities to respond to requests for assistance made under *Tennessee Code Annotated §58-8-101, et. seq.*
5. The parties agree to cooperate in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

- 6. Each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein. The parties agree that this Agreement shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by any party. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement.
- 7. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
- 8. The rights and obligations of this Agreement are not assignable.
- 9. The initial term of this Agreement shall be for one year from the date this Agreement is executed and shall automatically renew for one year terms until this Agreement is terminated by one or both of the parties. Any party may terminate this Agreement at any time upon thirty (30) days' written notice to the other parties. Such termination shall not affect in any manner any prior existing obligations between the parties.

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

ATTEST:

BY:

April Good

CITY OF SPRING HILL

BY: Rick Graham, City Mayor

[Signature]

DATE: 3-16-15

APPROVED AS TO FORM AND LEGALITY:

City of Spring Hill Attorney

ATTEST:

BY:

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

CITY OF SPRING HILL POLICE CHIEF

Don Brite, Police Chief

WILLIAMSON COUNTY, TENNESSEE

BY: Rogers Anderson, County Mayor

DATE: _____

WILLIAMSON COUNTY SHERIFF

Jeff Long, County Sheriff

BUERGER, MOSELEY & CARSON, PLC
Williamson County Attorneys
306 Public Square
Franklin, TN 37064
(615) 794-8850
(615) 790-8861 Fax



ROBERT COOK
rcook@buergerlaw.com

February 10, 2015

VIA U. S. MAIL

Victor Lay, City Administrator
City of Spring Hill
199 Town Center Parkway
P. O. Box 789
Spring Hill, TN 37174

Re: Automatic Response Agreement – Law Enforcement

Dear Mr. Lay:

I've attached an automatic response agreement for your review. Currently dispatch contacts both law enforcement agencies for incidents that are just outside the City's jurisdiction because the City's law enforcement can respond quicker. Tennessee Code Annotated, Section 58-8-101 et. seq. provides the ability of a law enforcement/emergency response to respond to an incident in another jurisdiction without an agreement but the section requires that the requesting jurisdiction make a request for assistance. Since a request isn't being made, it is arguable that the protection against liability afforded under this act may not apply. However, Tenn. Code Ann. § 6-54-307 provides the parties can have an agreement for automatic response which provides any law enforcement officer responding to a call shall be considered acting in a governmental capacity entitled to all rights, privileges, exemptions and immunities as if such duty or activity were performed under the act within the corporate limits by which such person is employed. In other words, the agreement provides the responding officers with the immunities that would otherwise be provided under TCA 58-8-101, et. seq. without the need for a formal request for assistance.

Should you or your City Attorney have any questions regarding this automatic response agreement do not hesitate to contact me.

Sincerely,

BUERGER, MOSELEY & CARSON, PLC

Robert Cook

RC:gjr

Enc.