

RESOLUTION 15-36

INTERLOCAL COOPERATION AGREEMENT 22nd JUDICIAL DISTRICT DRUG TASK FORCE

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individual holds at the time this Agreement is signed. The governing bodies represented herein are part of the 22nd Judicial District of the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101, *et seq.*, authorizes public agencies to enter into inter-local cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 8-7-110, as amended by the Public Acts of 2004, authorizes any law enforcement officer or assistant district attorney general or district attorney general criminal investigator hired or assigned to a drug task force to enforce the laws of the State of Tennessee related to the investigation and prosecution of drug cases by conferring the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction; and

WHEREAS, the local governments that are parties to this Agreement are to avail themselves of all authority conferred by these statutes, and any other provisions of law, to create and operate a drug task force for the 22nd Judicial District; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional drug task force is created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PURPOSE:** The purpose of the 22nd Judicial District Drug Task Force (hereinafter "DTF") is to consolidate the effort, information, experience and resources of the individual law enforcement agencies within the district in order to effectively investigate drug cases. This Agreement does not prohibit, or otherwise restrict the law enforcement agencies which are parties to this Agreement, from continuing to investigate drug cases within the jurisdiction in which such agency operates.

2. **BOARD OF DIRECTORS:** The DTF shall be governed by the Board of Directors (hereinafter "Board"). The Board shall be comprised of the chief law enforcement officer for each city and/or county within the 22nd Judicial District that is a party to this Agreement. Other local governmental entities within the 22nd Judicial District may become a party to this Agreement through written notification to the Board of Directors, and approval by the governing body of the entity and acceptance of this Agreement's terms and conditions. Such added parties may then designate a representative for the Board according to the provisions outlined herein. The District Attorney General for the 22nd Judicial District shall also be a voting member of the Board.

Meetings. The Board or the DTF Director will establish the time, date and place for its regular meetings. Regular meetings shall be held a minimum of four times per year. Special meetings of the Board shall be called upon the request of the Chairman or of one-third of the Board members. Notices of all meetings of the Board shall be sent by the Director of the DTF by e-mail or by regular mail at least ten (10) days prior to the meeting. Notice of any particular meeting may be given to some Board members in one manner and to the remaining Board members in a different manner.

Quorum. Except as otherwise provided herein, a majority of the Board members in person or by proxy shall constitute a quorum for the transaction of business. Except as otherwise provided herein, a majority of the quorum will rule.

Compensation. Members of the Board will serve without additional compensation.

Authority. The Board is responsible for the overall policy and direction of the DTF. The duties of the Board include, but are not limited to, the following:

1. Selecting a DTF Director. Such person may be assigned from a participating law enforcement agency or governmental entity or hired in addition to assigned personnel.
2. Approving assignment, discharge, suspension, or transfer of DTF personnel.
3. Overseeing the finances of the DTF to ensure compliance with the procedures required by the State Comptroller, federal grants and any internal financial policies established by the Board.
4. Review annually all Memorandums of Understandings, Inter-agency Agreements and Inter-local Agreements.

Officers of the Board. One member of the Board will be elected by the Board members as Chairman. The Chairman shall hold that position for a period of one (1) year from the date of election. The Board may elect other officers as the Board deems appropriate.

Voting. Each member of the Board will have an equal vote in the conduct of its business. Voting by proxy or thru an assigned designate will be allowed if the Board member elects this option at any time prior to the date a vote of the Board is taken. A vote by a proxy or assigned designate of a Board member will have the same force and effect as a vote by such Board member in person. Any action authorized in writing by all of the Board shall be an act of the Board with the same force and effect as if the same had been passed by unanimous vote of a duly called meeting of the Board.

Nonliability of Board members. The Board members shall not be personally liable for the debts, liabilities or other obligations of the DTF.

3. **DRUG TASK FORCE DIRECTOR:** The Board shall employ a Director to supervise the day-to-day business of the DTF. The Director shall be responsible for implementing policies approved by the Board and for reporting to the Board at each meeting. The Director's compensation and authority shall be determined by the Board. The Director shall not be entitled to vote at Board meetings. The duties of the Director include, but are not limited to, the following:
 1. Select a DTF Office Manager, and/or other necessary office personnel, and receive approval from the Board for such selection(s).
 2. Approve expenditure of DTF funds and maintain account of such funds as required by the State Comptroller, federal grant and internal financial procedures established by the Board.
 3. Ensure the timely preparation of all reports on DTF activities.
 4. Prepare press releases and press information pertaining to the DTF.
 5. Prepare policies and procedures for DTF personnel, and receive approval from the Board for the implementation of such policies and procedures.
 6. Enter into agreements, leases, and/or contracts on behalf of the DTF. The Director does not have to seek approval from the Board for agreements, leases and/or contracts pertaining to the day-to-day operations of the DTF; however, such agreements, leases and/or contracts must be accounted for within the budget and/or quarterly financial statement provided to the Board. The Board may set a maximum financial obligation which may be implemented through the authority of the Director, to set a standard by which approval must be sought prior to the implementation of agreements, leases and/or contracts pertaining to the DTF.
4. **FINANCES:** The financial matters of the DTF shall be conducted in accordance with all applicable state and federal laws.

Judicial District Drug Fund. A joint fund shall be established for the monies necessary for DTF operations. Such fund shall be maintained in the office of the Trustee in the county designated by the Board. This fund shall be known as the "Judicial District Drug Fund." All monies including, but not limited to, local government contributions, fines, grant proceeds, seizures and forfeitures for the benefit of the DTF shall be deposited in this fund.

Disbursement of Judicial District Drug Fund. Monies from the Judicial District Drug Fund may be disbursed upon request by the DTF Director. Disbursements shall be subject to the limitations established by the Board in accordance with state and federal law.

Contributions and Distribution of Income: All contributions by individual agencies that are members of the DTF along with any individualized agreements relating to the distribution of income and/or seized assets between the DTF and individual agencies, will be pursuant to Memorandums of Understanding between the DTF and the respective individual agencies. These agreements will be approved by the District Attorney General, the chief law enforcement officer of the respective agency and the Director of the DTF. All distribution of income and/or seized property will comply with any and all applicable Tennessee state law.

Budget. The DTF Director shall prepare an annual budget on or before April 1st of each year designating the manner in which the Judicial District Drug Fund shall be disbursed. Such budget shall be approved by the Board prior to disbursement.

Purchasing. The Board may adopt policies and procedures concerning purchasing. The purchasing procedure of the DTF must comply with the purchasing procedure of the county wherein the DTF headquarters is located as well as any other applicable state and/or federal law.

Accounting and Reporting. The DTF must maintain the finances and records pertaining to such finances in accordance with state and federal law. The DTF Director shall file a quarterly financial report with the Board.

Audit. An annual audit shall be conducted of the funds maintained by the DTF. The audit will be made by the State Comptroller or a private accountant employed via a majority vote of the Board.

5. **PROPERTY OF THE DTF:** The DTF shall have the authority to maintain control over personal and real property.

Personal Property and Equipment. The personal property and equipment contributed to or purchased by the DTF shall remain the property of the DTF for so long as the DTF is operational. The property and equipment supplied through employees assigned to the DTF that remain employees of a law enforcement agency and/or governmental entity shall remain the property of the law enforcement agency and/or governmental entity unless otherwise designated in writing.

Real Property. The DTF has the authority to purchase real property and hold such property in the name of the DTF. Any purchase of real property made by the

DTF must be made with the authorization of the Director after receipt of approval by a majority of the Board.

Disposal of DTF Property. Obsolete or surplus property of the DTF may be disposed of at the discretion of the DTF Director. In the event the DTF is dissolved or disbanded, real and personal property in the custody and control of the DTF shall be disposed of by the Board to the law enforcement agencies and/or governmental entities that are parties to this agreement or in accordance with state law as a Court of competent jurisdiction in any county in which the DTF operates within the 22nd Judicial District shall direct.

6. **PERSONNEL:** Any assignment of a law enforcement officer, assistant district attorney general, or district attorney general investigator assigned to the DTF shall have such assignment in writing provided by the chief law enforcement official of the assigning jurisdiction; including, but not limited to, sheriff departments, police departments, task forces, state law enforcement agencies and district attorney general's office, and shall not become effective until approved by the Board. As stated herein, the Director has the authority to hire personnel for the DTF, including agents and/or office staff, after receiving approval for such hire from the Board. Pursuant to Tennessee Code Annotated, Section 8-7-110, any law enforcement officer employed by or assigned to the DTF must meet the minimum certification requirements of the peace officers standards and training commission; provided, however, that such officer shall not be entitled to receive a police pay supplement for that certification.

Commission. The director of the DTF shall have the authority to commission personnel assigned to or hired by the DTF with the approval of the District Attorney General for the 22nd Judicial District.

Status and Benefits. Any law enforcement officer assigned to the DTF shall remain an employee of the law enforcement agency making the assignment for the purpose of compensation and benefits. Salaries of such officers shall be paid by the respective law enforcement agency making the assignment. A law enforcement officer assigned to the DTF shall retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and Worker's Compensation with the assigning agency.

Assignment and Transfer. Each law enforcement agency and/or governmental entity that is a party to this Agreement may recommend law enforcement officers for assignment to the DTF. The officer, the assigning agency, the Director or the Board may request assignment changes regarding the officer's position with the DTF. Any assignment or change in assignment pertaining to an officer with respect to the DTF shall be subject to Board approval. Any law enforcement officer assigned by the DTF shall follow the policies and procedures of the assigning agency as well as those established by the Director for the DTF.

7. **AUTHORITY OF DTF AGENTS:** Any law enforcement officer or assistant district attorney general or district attorney general criminal investigator assigned

to or hired by the DTF shall have the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction. Such individuals shall also have the same rights, powers, duties and immunities statewide as such officer has within the 22nd Judicial District; provided, that investigations conducted outside the officer's jurisdiction originated within the officer's own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exists a mutual aid agreement between the judicial districts or multi-judicial district task forces approved by each district attorney general. *See* Tennessee Code Annotated, Section 8-7-110. Any law enforcement officer, who is employed directly by the 22nd Judicial District Drug Task Force and has been conferred law enforcement powers, shall have all the police powers necessary to enforce all State laws, including all traffic laws, the power to serve and execute warrants, arrest offenders and issue citations.

8. **IMMUNITIES OF DTF AGENTS:** Notwithstanding any other provision of law to the contrary, concerning members of judicial district task forces relating to the investigation and prosecution of alleged drug violations, if a claim or suit should be filed against an individual and it is proven that: (1) at the time of the alleged incident the individual was a member of the DTF who was properly certified to the board of claims pursuant to state law; and (2) the alleged liability arose out of the individual's activities as a DTF member; then it shall be conclusively deemed that the individual was not an employee, agent or servant of a local government but was a volunteer to the state. To the extent any conflict exists concerning liability or jurisdiction of the members of the DTF relating to the investigation and prosecution of, but not limited to, drug cases between the provisions established by state law and any mutual aid or inter local agreement entered into by the DTF, then state law shall take precedence over any such agreement. *See* Tennessee Code Annotated, Section 8-7-110.
9. **QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS:**
QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS: Pursuant to Tennessee Code Annotated Section 8-42-101(3)(C), the 22nd DTF will comply with all requirements of Chapter 0620-3-5 of the Rules of the Tennessee Department of Finance and Administration relating to the qualifications for certifying members and board of directors of judicial drug task forces relating to the investigation and prosecution of drug cases for the purpose of state liability protection.
10. **DURATION AND TERMINATION OF AGREEMENT:** The duration of this Agreement is perpetual. A party to this Agreement may withdraw at any time by providing written notice to the Board at least thirty (30) days prior to such withdrawal. The DTF may be dissolved upon the vote of a majority of the Board and the approval of the District Attorney General of the 22nd Judicial District.

Upon such vote, the DTF will wind up its affairs in accordance with the provisions outlined herein.

11. CONSTRUCTION: Should any of the provisions or portions of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of the Agreement shall be unaffected by such holding.
12. EFFECT: This Agreement shall take effect as of May 30, 20**, upon the adoption of the terms of this Agreement by the Board in existence prior to such effective date. Such entities seeking to be parties to this Agreement shall be made such upon receipt by the Board of the minutes of the meeting of the governing body of such party showing agreement to the terms outlined herein. If a participating entity does not seek approval of this Agreement prior to May 30, 2015, such entity will be removed from participation on the Board or as an assigning agency of the DTF. The members of the Board and parties to this Agreement will be determined by the signatures affixed hereto by the representative assigned by the governmental agency after approval by the government body of the terms of this Agreement. If a signature and date does not appear by a party's agency, then such agency is not represented on the Board.

IN WITNESS WHEREOF, the parties by their duly authorized representatives designated by the following signatures:

----- DATE: _____
DISTRICT ATTORNEY GENERAL, 22nd JUDICIAL DISTRICT

DATE: _____
Don Brite, POLICE CHIEF, SPRING HILL, TN

----- DATE: _____
APPROVED, *Rick Graham*, MAYOR, SPRING HILL, TN

----- DATE: _____
APPROVED AS TO FORM, *Patrick Carter*, ATTORNEY, SPRING HILL, TN



REQUEST: *Approval of Resolution 15-36*
SUBMITTED BY: Victor Lay, City Administrator
Don Brite, Chief of Police
DATE: May 4th, 2015
RE: Interlocal cooperation agreement 22nd Judicial Drug Task Force
ATTACHMENTS: Description of any attachments

PURPOSE:

To enter into an agreement for Spring Hill Police Department to join the 22nd Judicial Drug Task Force. Maury, Wayne, Giles and Lawrence Counties.

BACKGROUND:

General Brent Cooper, 22nd District Attorney's Office was recently elected and sworn in as the Attorney General for the 22nd District. General Cooper has elected to expand the task force, where participating agencies will have or allow vice officers to be a part of the drug task force. Our present vice officers will still be assigned to the Maury County Drug Task Force but will also be members of the 22nd drug task force. They will be able to assist the other agents in cases if the need arises, Wayne, Giles, Lawrence counties. Also, other agents from these counties will be able to assist Maury Co. as well.

FINANCIAL IMPACT:

\$ minimal cost, depending on cases they are working. Cost absorbed in our budget or paid for out of the drug fund.

STAFF RECOMMENDATION:

Due to continuing increase in drug activity surrounding Middle Tennessee as well as all parts of our country, I recommend Spring Hill enter into this agreement to join the 22nd JDDTF. This will allow Spring Hill Police Department to do our part in the continuing battle in the "War on Drugs" and investigate the issues and problems that are a result of the drug trade. The City of Spring Hill to include all communities, are directly impacted by the drug trafficking that takes place everywhere.



ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

Agreement to participate to be authorized by end of May, 2015 in order to be a participating agency.