

**INTERLOCAL AGREEMENT FOR
JOINT RESPONSE OF
JOINT LAW ENFORCEMENT ASSISTANCE**

Pursuant to T.C.A. §6-54-301, et. seq., T.C.A. §5-1-113, and T.C.A. §12-9-101, et. seq.

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered as of the ____ day of _____, 2019, by and between WILLIAMSON COUNTY, TENNESSEE, the CITY OF BRENTWOOD, TENNESSEE, and the CITY OF FRANKLIN, TENNESSEE, for the joint provision of law enforcement services related to auto theft and auto burglary within the incorporated and unincorporated areas of Williamson County; and

WHEREAS, the Interlocal Cooperation Act codified at *Tennessee Code Annotated* §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* §6-54-307 specifically authorizes incorporated cities to enter into agreements with counties for law enforcement assistance and *Tennessee Code Annotated* §5-1-113 specifically authorizes counties to enter into agreements with municipalities within the county's boundaries for purposes of providing necessary services or functions; 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 the entities might cooperatively address investigation and enforcement related to auto theft and auto burglary pursuant to specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for cooperative response in these circumstances:

NOW THEREFORE, pursuant to *Tennessee Code Annotated* §6-54-307, §5-1-113, 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 dedicate personnel and equipment in the complete discretion of the respective entity to provide joint response to calls outside the parties' respective boundaries related to auto theft or auto burglary, and to actively participate in response and investigation of such calls in cooperation with the other parties hereto. 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 of the entity by which such person is employed.
2. The parties agree that the objective of this Agreement shall be to provide a framework for cooperation among the entities in a collaborative undertaking to disrupt the commission of auto theft, auto burglary and related crime within the respective jurisdictions and within the County as a whole. To that end, the parties may provide joint response and investigation, may share information for law enforcement purposes, and may provide resources toward the objectives outlined herein.
3. This Agreement shall be effective among the signed parties when their authorized agents execute same 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 from, any other 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. Nothing herein shall be deemed to create a joint venture or a separate entity. Each entity shall maintain its own identity in providing cooperative services. Each entity is separately responsible for establishing its own policies and financing its own activities. Each entity's chief law enforcement officer shall be responsible for administration of that entity's obligations set forth herein.
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 may automatically renew for one-year terms until this Agreement is terminated by one or more 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:

CITY OF FRANKLIN, TENNESSEE

BY: Eric Stuckey, City Administrator

BY: Dr. Ken Moore, Mayor

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY OF FRANKLIN POLICE CHIEF

Shauna R. Billingsley, City of Franklin Attorney

Deborah Y. Faulkner, Police Chief

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

WILLIAMSON COUNTY, TENNESSEE

Williamson County Attorney

BY: Rogers Anderson, County Mayor

DATE: _____

WILLIAMSON COUNTY SHERIFF

Dusty Rhoades, County Sheriff

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY OF BRENTWOOD, TENNESSEE

City of Brentwood Attorney

BY:

DATE: _____

CITY OF BRENTWOOD POLICE CHIEF

Chief Jeff Hughes

DATE: _____