

## MUTUAL AID AGREEMENT

THIS AGREEMENT entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of **BRENTWOOD, TENNESSEE**, and the City of **NOLENSVILLE, TENNESSEE** Pursuant to Tennessee Code Annotated, Section 6-54-307, and in consideration of the mutual covenants contained herein, the parties agree to the following:

1. The parties will respond to calls for law enforcement assistance only upon request for such assistance made by the senior law enforcement official on duty of the police department in the respective city. All requests for emergency law enforcement assistance shall be made only to the communications center of the agency to which the request is being made by telephone or radio.
2. Upon request for aid received as provided for paragraph (1), the senior law enforcement officer of the responding party will authorize a response as follows:
  - (a) Each of the parties to this Agreement will attempt to provide at least the following personnel and equipment in response to the request:

Minimum response – one (1) patrol unit and one (1) officer.

Maximum response – (Nolensville) one (1) patrol unit and one (1) officer.

Maximum response – (Brentwood) not to exceed fifty (50) percent of personnel and resources.

Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the senior law enforcement officer of the responding party after discussion with the senior law enforcement officer of the requesting party.
  - (b) If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or one occurs in the course of responding to a

request under this agreement, and the senior law enforcement officer of the responding party cannot comply with the minimal requirements under this agreement without endangering life or incurring significant property damage in his/her jurisdiction, or both, he may choose to use all equipment and personnel in his/her own jurisdiction. In this case, the senior law enforcement officer of the responding party shall attempt to inform the senior law enforcement officer of the requesting party of his/her decision.

In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this agreement impossible for the responding party, the senior law enforcement officer of the responding party shall determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdictions, how best to respond to the requests. The senior law enforcement officer may send all available resources under this agreement to the jurisdiction with the most dire emergency, or he/she may send some resources to each requesting jurisdiction. The senior law enforcement officer shall inform the requesting officer of the requesting parties of his/her decision. In both situations outlined in this subsection (b) where compliance with the minimal duties of this agreement is impossible, the requesting party or parties will not expect full compliance with those minimal duties but will expect a fair appraisal of the emergencies involved and a commensurate response.

3. When law enforcement personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage of worker's compensation Laws, which they have in the sending law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of the authority conferred by this agreement.
4. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the law enforcement Department of the responding party that may be lost, stolen, or damaged while performing their duties in responding under the terms of this agreement.
5. The party responding to the requests for mutual aid under the terms of this agreement assumes all liabilities and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibilities as between the parties for any damage caused by its own apparatus and/or negligence of its personnel while enroute to or returning from a specific location.
6. Pursuant to Tennessee Code Annotated 29-20-107 (f), for liability purposes only, employees of the responding party at the scene of the incident shall be considered employees of the requesting party while acting pursuant to this agreement.
7. No compensation will be paid by the parties under this agreement for mutual aid enforcement assistance rendered.
8. The respective parties agree that no claim for compensation will be made by either against the others for loss, damage, or personal injury occurring in

consequence of mutual aid law enforcement assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.

9. The senior law enforcement officer in whose community the emergency exists, and places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior law enforcement officer in command of the responding party.
10. Radio communications between the requesting department's personnel and the responding department's personnel will be maintained by: (a) communicating on a mutually operating radio frequency; (b) through the requesting department and responding department's communications centers; Through use of cell phones; or staffing of an Incident Command Post.
11. This agreement shall continue from year to year from unless written notice of termination is given by either party hereto at least sixty (60) days prior to July 1 of any year. No further obligations or liabilities shall be imposed upon the withdrawing party after termination. This agreement may be revised at anytime with a written notice of revision(s) requested/needed by either party, and the revision(s) being agreed upon. Upon revision, the agreement will be re-executed.
12. This agreement shall be valid only when it is executed by the Mayor and Police Chief of the respective political jurisdictions pursuant to the ordinance/resolution of each jurisdiction authorizing the Mayor to execute it.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day

and year written above.

City of BRENTWOOD, TENNESSEE

By: \_\_\_\_\_  
Mayor

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

By: \_\_\_\_\_  
Chief of Police

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

Approved as to form: \_\_\_\_\_  
City Attorney

Town of NOLENSVILLE, TENNESSEE

By: \_\_\_\_\_  
Mayor

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

By: \_\_\_\_\_  
Chief of Police

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

Approved as to form: \_\_\_\_\_  
Town Attorney

**12-9-101. Short title.** This chapter may be cited as the "Interlocal Cooperation Act." [Acts 1967, ch. 350, § 2; T.C.A., § 12-801.]

**12-9-102. Purpose.** It is the purpose of this chapter to permit local governmental units the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. [Acts 1967, ch. 350, § 1; T.C.A., § 12-801.]

**12-9-103. Definitions.** For the purpose of this chapter:

(1) "Public agency" means:

- (A) Any political subdivision of this state;
- (B) Any private incorporated fire departments and industrial fire department not supported by public funds or which are only partially supported by public funds;
- (C) Any incorporated rescue squad that is not supported by public funds or that is only partially supported by public funds;
- (D) Any agency of the state government or of the United States; and
- (E) Any political subdivision of another state; and

(2) "State" means a state of the United States. [Acts 1967, ch. 350, §

(3) 3; T.C.A., §12-803; Acts 1983, ch. 45, §2; Acts 1995, ch. 17, §1.]

**12-9-104. Interlocal agreements.** (a) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state, including those provided in 6-54-307, may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency. The authority for joint or cooperative action of political subdivisions shall apply to powers, privileges, or authority vested in, funded by, and/or under the control of their governing bodies and relative to which the governing bodies may make other types of contracts. No joint or cooperative agreement shall be entered into affecting or relating to the constitutional or statutory powers, privileges, or authority of officers of political subdivisions, or of agencies of political subdivisions with a separate governing board and having powers granted by statute independent of the governing body.

Notwithstanding any provisions of the law to the contrary, any municipality may enter into an agreement with the sheriff, court of general sessions, and the governing body of any county in which it is located to provide for the enforcement of the municipality's ordinances according to the provisions of §§8-8-201(34) and 16-15-501. The agreement between the municipality and the county governing body shall be limited to provide that the cost of such

enforcement will be borne by the municipality where the court costs paid over to the county, as provided by § 16-15-501, are not adequate.

(b) Any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter. Appropriate action of the governing bodies of the participating public agencies by resolution or otherwise pursuant to law shall be necessary before any such agreement may enter into force.

(c) Any such agreement shall specify the following:

(1) Its duration;

(2) The precise organization, composition, and nature of any separate legal or administrative entity or entities created thereby, which may include, but not be limited to, a corporation not for profit, together with the powers delegated thereto;

(3) Its purpose or purposes;

(4) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(5) The permissible methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(6) Any other necessary and proper matters.

(d) In the event that the agreement does not establish a separate legal entity or entities to conduct the joint or cooperative undertaking, the agreement shall, in addition to the requirements of subdivisions (c)(1) - (6), contain the following:

(1) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented; and

(2) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking.

(e) No agreement made pursuant to this chapter shall relieve any public agency of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity or entities created by an agreement made hereunder, those performances may be offered in satisfaction of the obligation or responsibility.

(f) Financing of joint projects by agreement shall be as provided by law. [Acts 1967, ch. 350, § 4; 1973, ch. 88, § 3; 1973, ch. 355, § 3; T.C.A., § 12-804; Acts 1981, ch. 289, § 3; 1982, ch. 930, § 2; 1984, ch. 890, § 1; 1985, ch. 84, §§ 1 - 4; 1986, ch. 698, § 1; 1990, ch. 921, § 2; 1991, ch. 91, § 1.]

**12-9-105. Status of agreements--Parties to actions.** In the event that an agreement entered into pursuant to this chapter is between or among one (1) or more public agencies of this state and one (1) or more public agencies of another state or of the United States, the agreement shall have the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any

public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state. [Acts 1967, ch. 350, §5; T.C.A., §12-805; Acts 1984, ch. 890, §2.]

**12-9-106. Approval or disapproval.** In the event that an agreement made pursuant to this chapter shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control and shall be approved or disapproved by him or it as to all matters within his or its jurisdiction. [Acts 1967, ch. 350, §6; T.C.A. § 12-806; Acts 1984, ch. 890, §3.]

**12-9-107. Appropriations--Furnishing of property, personnel and service.** Any public agency entering into an agreement pursuant to this chapter may appropriate funds and may sell, lease, give or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services therefor as may be within its legal power to furnish. [Acts 1967, ch. 350, §7; T.C.A., §12-807.]

**12-9-108. Interlocal contracts for performance of services.** Any one (1) or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties. Contracts entered into pursuant to this section need not conform to the requirements set forth in this chapter for contracts for joint undertakings. [Acts 1967, ch. 350, §8; T.C.A., §12-808; Acts 1984, ch. 890, §4.]

**12-9-109. Contracts under other laws unaffected.** Nothing in this chapter shall prohibit any public agency from contracting with other public agencies under the provisions of existing statutory or charter authority. [Acts 1967, ch. 350, § 9; T.C.A., § 12-809.]

## Appendix B

### Law Enforcement Mutual Aid

**6-54-307. Mutual aid agreements.** (a)(1) Incorporated cities and towns are authorized to enter into contracts and mutual aid agreements with other incorporated cities and towns, counties, and metropolitan airport authorities which provide law enforcement service within the state and with those of any other states or with any agency of the United States to the extent that the laws of such other state or the United States permit such joint contracts or agreements to furnish one another assistance in law enforcement.

(2) Incorporated cities and towns may also enter into contracts with an organization of residents and property owners of an unincorporated community for the purpose of providing law enforcement assistance to such unincorporated community.

(3) Contracts or mutual aid agreements entered into pursuant to this section by an incorporated city or town shall, in the judgment of the city's or town's governing body, be advantageous to and serve the public interest of the city or town.

(b) In authorizing or permitting its law enforcement officers to answer calls outside the corporate limits as authorized in this section, and in answering such calls, the city or town and its officers and employees shall be considered as acting in a governmental capacity.

(c) Any officer or employee of a police department of an incorporated city or town, while engaged in any duty or activity in connection with the provisions of this section or pursuant to orders or instructions from his officers or superiors, shall be entitled to all rights, privileges, exemptions and immunities as if such duty or activity were performed within the corporate limits of the incorporated city or town by which he is employed. [Acts 1987, ch. 233, §1; 1990, ch. 921, §1.]

## Appendix C

### Part 6 - Local Government Emergency Assistance

**58-2-601. Short title.** This part shall be known and may be cited as the "Local Government Emergency Assistance Act of 1987." [Acts 1987, ch. 155, §1.]

**58-2-602. Definitions.** As used in this part, unless the context indicates otherwise:

(1) "Emergency assistance" means fire fighting assistance, law enforcement assistance, public works assistance, emergency medical assistance, civil defense assistance, or other emergency assistance provided by local governments, or any combination or all of these, requested by a local government in an emergency situation in which the resources of the requesting local government are not adequate to handle the emergency;

(2) "Local government" means any incorporated city or town, metropolitan government, county, utility district, metropolitan airport authority, or other regional district or authority;

(3) "Requesting party" means a local government which requests emergency assistance; and

(4) "Responding party" means a local government which responds to a request for emergency assistance. [Acts 1987, ch. 155, §2.]

**58-2-603. Sending assistance into requesting jurisdiction authorized.** Any local government may upon request from a requesting party send its personnel and equipment outside its boundaries and into the jurisdiction of the requesting party to render emergency assistance to the requesting party. [Acts 1987, ch. 155, § 3.]

**58-2-604. No duty to respond--Establishment of policies and procedures.** (a) This part shall not be construed as creating a duty on the part of any local government to respond to a request from another local government for emergency assistance

(b)(1) The mayors of incorporated cities and towns, the mayors or county executives or other chief executive officers of metropolitan governments, the county executives or mayors or other chief executive officers of counties, and the chief executive officers of other local governments may, unless prohibited by the governing body of the local government, request or authorize a response to a request for emergency assistance under this part.

(2) The governing body of the local government may by appropriate action adopt a policy prohibiting requests or responses to requests for emergency assistance under this part. Existing ordinances or other rules and regulations of the local government prohibiting emergency responses outside the jurisdictional boundaries of the local government shall be sufficient for this purpose and shall continue in effect until changed by the local government's governing body.

(3) The officers listed in subdivision (b)(1) may designate, with confirmation by the governing body, other officers and personnel of the local government who may request assistance or authorize a response under this part.

(4) The governing body of the local government may adopt policies and procedures, or may authorize departments of the government to adopt policies and procedures, to guide the local government and its departments in requesting and responding to requests under this part. The governing body may require policies and procedures adopted by departments to be approved by the governing body before going into effect.

(5) These policies and procedures may include a requirement for compensation for emergency assistance rendered. [Acts 1987, ch. 155, § 4; 1988, ch. 499, §1.]

**58-2-605. Jurisdiction, authority and immunity of responding personnel.** When personnel are sent from one (1) local government to another local government pursuant to authority of this part, the jurisdiction, authority, rights, privileges, and immunities which they have in the responding jurisdiction shall be extended to any geographic area necessary as a result of the request for emergency assistance. [Acts 1987, ch. 155, § 5.]

**58-2-606. Officer in command--Orders and directions--Leaving scene of emergency.** (a) The senior officer of the requesting party on the scene of the emergency shall be in command of the emergency as to strategy, tactics, and overall direction of the operations.

(b) All orders or directions regarding the operations of the responding party shall be relayed to the senior officer in command of the responding party.

(c)(1) The provisions of this part shall not be construed as creating a duty on the part of the responding party to stay at the scene of an emergency for any length of time (2) The responding party may depart the scene of the emergency at any time at the discretion of the officer in command of the responding party at the scene of the emergency. [Acts 1987, ch. 155, § 6.]

**58-2-607. Liability of requesting party.** (a) The requesting party shall not be liable for damages to the equipment or personnel of the responding party in responding to a request for emergency assistance.

(b) Neither the requesting party nor its employees shall be liable for any damages caused by the negligence of the personnel of the responding party while en route to or returning from the scene of the emergency. [Acts 1987, ch. 155, § 7.]

**58-2-608. Liability of responding party.** Neither the responding party nor its employees shall be liable for any property damage or bodily injury at the actual scene of any emergency due to actions which are performed in responding to a request for emergency assistance. [Acts 1987, ch. 155, § 8.]

**58-2-609. Provisions supplemental--Construction of part.** The provisions of this part are supplemental and in addition to authority contained in any other general law, private act, or municipal charter. This part is declared to be remedial in nature and shall be liberally construed to effect its purposes. [Acts 1987, ch. 155, § 9.]