

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
Post Office Box 547
Nolensville, Tennessee 37135

Resolution 15-03

**A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY,
TENNESSEE**

WHEREAS, the Town of Nolensville desires to enter into an Interlocal Agreement with Williamson County for joint law enforcement assistance between Williamson County and the Town Of Nolensville;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:

Section 1: The Mayor is authorized to enter into an agreement with Williamson County to provide for joint law enforcement assistance.

Section 2: The said agreement is attached and is made a part of this resolution by this reference.

RESOLVED this 3rd day of February 2015

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

**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 TOWN OF NOLENSVILLE, 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 an 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. 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 Nolensville Town 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:

TOWN OF NOLENSVILLE

BY:

BY: Mayor Jimmy Alexander

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Town of Nolensville Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY:

BY: Mayor Rogers Anderson

TOWN OF NOLENSVILLE POLICE CHIEF

WILLIAMSON COUNTY SHERIFF

Police Chief Troy Huffines

Sheriff Jeff Long

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney