

RESOLUTION NO. 276

RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE A REGIONAL MUTUAL AID AGREEMENT WITH SULLIVAN COUNTY, TENNESSEE.

WHEREAS, Tenn. Code Anno. § 12-9-101 et seq. authorizes municipalities to enter into such inter-local agreements for mutual aid; and

WHEREAS, the health and welfare of the citizens of the Town of Mount Carmel, Tennessee, will be improved by entering into such an agreement; and

WHEREAS, the Chief of Police recommends execution of the attached Regional Mutual Aid Agreement; and

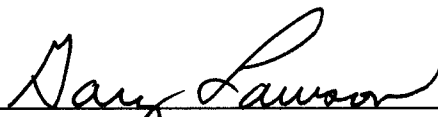
WHEREAS, Mount Carmel Municipal Code §1-401 *et seq.* allows the Mayor to negotiate such agreements and present same to the Board of Mayor and aldermen for its approval; and

WHEREAS, the public welfare requires it.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, as follows:

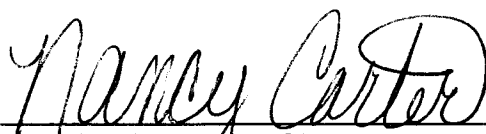
1. The Mayor is authorized to execute on behalf of the Town the Regional Mutual Aid Agreement attached hereto as Exhibit A.
2. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this the 28th day of January, 2003.



GARY W. LAWSON, Mayor

ATTEST:



NANCY CARTER, City Recorder

APPROVED AS TO FORM:


LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman Henry Bailey	✓		
Vice-Mayor Eugene Christian	✓		
Alderman Paul Hale	✓		
Mayor Gary Lawson	✓		
Alderman Tresa Mawk	✓		
Alderman Thomas Wheeler	✓		
Alderman Wanda Worley	✓		
TOTALS	7	0	0

PASSED: 1-28-03

REGIONAL
MUTUAL AID AGREEMENT

THIS AGREEMENT entered into the 18th day of November, 2002, by and between the CITY OF MOUNT CARMEL, TENNESSEE and the COUNTY OF SULLIVAN, TENNESSEE.

W I T N E S S E T H :

WHEREAS, Tennessee Code Annotated §12-9-101, et seq., and Tennessee Code Annotated §58-2-111, et seq., authorize public agencies of this state to enter into interlocal agreements for mutual assistance; and

WHEREAS, the parties hereto by this agreement avail themselves of the authority conferred by these acts; and

WHEREAS, it is intention of the parties hereto to provide each of the parties by mutual assistance commitments with a predetermined plan by which each might render aid to the other in case of emergency which demands law enforcement services to a degree beyond the existing capabilities of either party; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into said agreement for mutual assistance in law enforcement to assure each party of adequate protection.

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

1. The parties will respond to calls for law enforcement assistance only upon request for such assistance made by the chief law enforcement official for the requesting agency, or his designee. All requests for emergency law enforcement assistance shall be directed only to the chief enforcement official, or his designee, for the entity from which aid is requested.

2. Each party's response, if any, to such call for assistance will be determined by the chief law enforcement official for the responding agency, or his designee, in the exercise of his sound discretion. Any decision reached by the aforesaid chief law enforcement official for the responding agency, or his designee, as to such response shall be final.

3. Except as may be applicable under paragraph five of this instrument, the conduct and actions of personnel for the responding agency shall be the responsibility of the party sending assistance, and personnel for the responding agency shall at all times be considered as employees for the responding agency.

4. The party responding to the request for mutual assistance under the terms of this

agreement shall be liable and responsible for the damage to its own apparatus and/or equipment and personnel. The responding party shall also be liable and responsible for any damage caused by its own apparatus and/or negligence of its own personnel while en route to or returning from a specific location.

5. The responding party assumes no responsibility or liability for damage to property or injury to any person that may occur at the actual scene of an emergency due to actions taken in responding under this agreement. Pursuant to Tennessee Code Annotated §29-20-107(f), employees of the responding party acting at the scene of the emergency shall be considered employees of the requesting party for tort liability purposes.

6. No compensation will be paid by the parties under this agreement for said mutual assistance rendered.

7. Except as may be applicable under paragraph five of this instrument, the parties hereto agree that no claims for compensation will be made by a party hereto against the other party for loss, damage or personal injury which may occur in consequence of mutual assistance rendered hereunder, and that any and all rights and claims asserting such are hereby expressly waived.

8. Except as provided in paragraph five, at all times officers of the responding agency shall be considered to be employees of the responding agency and to be acting within the course and scope of their employment for purposes under the Governmental Tort Liability Act and/or Workers' Compensation Law of the State of Tennessee.

9. The chief law enforcement official of the requesting agency, or his designee, 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 agency shall be relayed through the ranking officer of the responding party at the scene. 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. The responding party may depart the scene of an emergency at any time at the discretion of the officer in command of the responding party at the scene of an emergency.

10. All law enforcement personnel employed by the parties to this agreement shall, during such time that said personnel are actually providing aid outside the jurisdictional limits of the employing party pursuant to a request for aid made in accordance with this agreement, shall have the same powers, duties, rights, privileges and immunities as if said personnel were performing their duties within the political subdivision in which they are normally employed.

11. The party having financial responsibility for the law enforcement agency providing services, personnel, equipment or facilities utilized pursuant to the provisions of this agreement shall bear any loss or damage to the same and shall pay any and all expenses

incurred in the maintenance and operation of the same.

12. The party having financial responsibility for the law enforcement agency providing aid pursuant to this agreement shall compensate all of its employees rendering aid pursuant to this agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid.

Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due if the aforesaid personal injury or death had occurred within the normal jurisdiction of that party. Such compensation shall also include all benefits normally due such employees.

13. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workmen's compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any party when performing their respective functions within the territorial limits of their respective party's jurisdiction shall apply to them to the same degree, manner, and extent while engaged in the performance of any provision of this Mutual Aid Agreement. The provisions of this agreement shall apply with equal effect to paid and auxiliary employees.

14. This agreement shall also encompass the use of such participating party's personnel in the mass processing of arrestees, transportation of prisoners and operation of temporary detention facilities in the event of natural disasters, mass disorder, emergency situations, crisis intervention, and/or mass arrest situations, all of which shall be dealt with in accordance with the provisions contained hereinabove.

15. This agreement may be canceled at the discretion of the Chief Executive Officer of any party upon sixty (60) days written notice to all other parties.

16. This agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until canceled as provided herein.

17. This agreement shall not limit in any way the powers, rights and/or responsibilities of the Sheriff's Office as defined by the law of the State of Tennessee.

IN WITNESS WHEREOF, the parties have set hands the day and year first above written.

**CITY OF MOUNT CARMEL,
TENNESSEE**

By: _____

Title: _____

Date: _____

[Signature]
CHIEF OF POLICE

01-07-03

By: May Lamson
Title: Mayor
Date: 1-30-2003

COUNTY OF SULLIVAN, TENNESSEE

By: Richard S. Venable
RICHARD S. VENABLE
County Executive

By: J. Wayne Anderson
J. WAYNE ANDERSON
Sheriff

ATTEST:

Jeanie Gammon
JEANIE GAMMON
County Clerk

Sullivan County Attorney

Post Office Box 509

3411 Highway 126, Suite 209

Blountville, Tennessee 37617

December 5, 2002

Daniel P. Street
County Attorney
E-Mail: dstreet@preferred.com

Phone
(423) 323-6481
Fax
(423) 279-2728

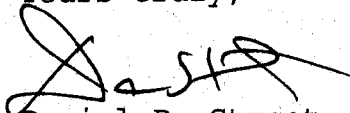
Mr. Jeff Jackson, Chief
Mount Carmel Police Department
100 East Main Street
Mount Carmel, TN 37645

Re: Mutual Aid Agreement

Dear Chief Jackson:

The Sullivan County Board of Commissioners on November 18, 2002 approved Sullivan County entering into the enclosed Mutual Aid Agreement with the City of Mount Carmel. If the enclosed Agreement meets with Mount Carmel's approval, please have the appropriate officials execute both originals and return one fully executed original copy to me for Sullivan County's records.

Yours truly,



Daniel P. Street

DPS/trl

Enclosures