

RESOLUTION NO. 253

RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF KINGSPORT POLICE DEPARTMENT.

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 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:

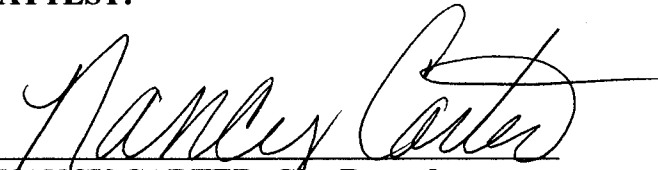
1. The Mayor is authorized to execute on behalf of the Town the Mutual Aid Agreement attached hereto as Exhibit A.
2. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this the 28th day of February, 2002.



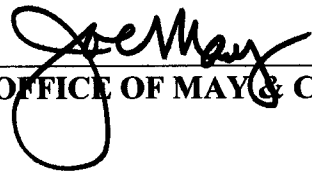
GARY W. LAWSON, Mayor

ATTEST:



NANCY CARTER, City Recorder

APPROVED AS TO FORM:


LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman Henry Bailey	<i>absent</i>		
Vice-Mayor Eugene Christian	✓		
Alderman Paul Hale	✓		
Mayor Gary Lawson	✓		
Alderman George E. Pierce	✓		
Alderman Thomas Wheeler	✓		
Alderman Wanda Worley	✓		
TOTALS	6	0	0

PASSED: 2-28-02

**REGIONAL
MUTUAL AID AGREEMENT**

THIS AGREEMENT entered into by and between the City of Mount Carmel and the City of Kingsport, as follows:

WITNESSETH:

WHEREAS, Tennessee Code Annotated, Section 12-9-101 et seq., known as the Tennessee Interlocal Cooperation Act, and Chapter 155 of the 1987 Public Acts of Tennessee, known as the Local Government Emergency Assistance Act of 1987, *now codified as TCA 58-2-111 (b) (1) by Chapter 263 of the 2001 Public Acts of Tennessee*, 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 the 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 law 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 law enforcement 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. 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 in 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 T.C.A. 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 claim for compensation will be made by any party against any other party for loss, damage, or personal injury which may occur in consequence of activities conducted hereunder, and that any and all claims asserting such are hereby expressly waived.
8. Except as provided in paragraph 5, 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 or Worker's Compensation Law of the State of Tennessee.
9. The chief law enforcement official for 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 requesting party 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 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 the emergency.

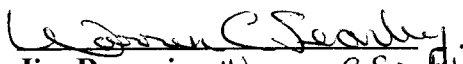
10. All law enforcement personnel employed by the parties to this agreement shall during such time that said personnel are actually providing aid outside the jurisdictional limits of the employing party pursuant to a request for aid made in accordance with this agreement, shall have the same powers, 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, communication 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 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 employee.
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 provisions of this mutual aid agreement. A provision of this agreement shall apply with equal effect to paid and auxiliary employees.

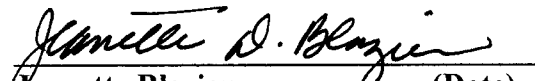
14. This agreement shall also encompass the use of such participating party's personnel in the mass processing of arrestees, transportation of prisoners and operation of temporary detention facilities in the event of natural disasters, mass disorder, emergency situations, crisis intervention and/or mass arrest situations, all of which shall be dealt with in accordance with the provisions contained therein above.
15. This agreement may be cancelled at the discretion of the chief executive officer or any party upon sixty 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 cancelled as provided therein.

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

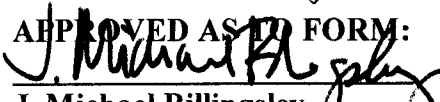
ATTEST:

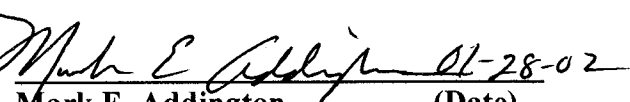
CITY OF KINGSPORT, TENNESSEE


~~Jim Demming~~ Warren C. Seabury
City Recorder Deputy



Jeanette Blazier (Date)
Mayor


APPROVED AS TO FORM:


J. Michael Billingsley
City Attorney


Mark E. Addington (Date)
Chief of Police

CITY OF MOUNT CARMEL
MOUNT CARMEL, TENNESSEE


Gary Lawson (Date)
Mayor


Jeff Jackson (Date)
Chief of Police