

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the provisions of T.C.A. § 5-1-113 and T.C.A. § 12-9-108 by and between BLOUNT COUNTY, TENNESSEE (hereinafter "County") and the TOWN OF LOUISVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee and located in Blount County, Tennessee, (hereinafter "Town").

W I T N E S S E T H:

WHEREAS, the Town's governing body does not operate their own separate law enforcement or police agency and has determined that it would be in the best interest of and advantageous to the citizens of the Town to have two (2) full-time patrol officers designated to patrol exclusively within the corporate limits of the Town for designated periods of times to assist in protecting the inhabitants and property owners therein from violence, crime and criminal acts, attempting to prevent the commission of crimes and violations of the law and the Town's ordinances and performing general law enforcement duties; and

WHEREAS, the County's duly elected and acting Sheriff is empowered and has the duty to provide law enforcement for the unincorporated territory of County and is willing to designate two (2) full-time officers to patrol and operate within the corporate limits of Town upon the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, it is agreed by and between the parties hereto as follows:

1. **Services to be performed.** Upon the approval of this agreement by the governing bodies of the parties hereto, County's Sheriff shall assign two (2) full-time deputy sheriffs no less than forty (40) hours per week to provide law enforcement and preserve order within the corporate limits of Town by attempting to protect inhabitants and property owners therein from violence, crime and all criminal acts, attempting to prevent the commission of a crime and violation of law, enforcing ordinances and state statutes, and performing general police duties. The Sheriff will make his very best efforts to see that the same deputy sheriffs serve for the entire term of this contract, but this ultimate call and discretion as to the officers to be assigned rests with the Sheriff. The Sheriff or representatives of the Sheriff's Office shall consult with the Town in an effort to mutually agree upon the officers to serve pursuant to this contract. The means, methods, and manner of providing such law enforcement services to Town and the scheduling thereof shall be upon the mutual agreement of the County and the Town; provided that the deputy sheriffs so assigned shall perform such services within the corporate limits of Town unless directed elsewhere in emergency situations or backup of other Blount County law enforcement officers. In addition, the deputies will appear in Blount County General Sessions Court whenever necessary to prosecute cases. It is further understood that the deputy sheriffs so assigned shall not be in regular rotation of

Sheriff's deputies and the Sheriff shall have the same officers assigned to duties as per this contract. The parties understand and agree that the full-time deputies to be assigned earns annual leave including vacation and sick time and that said deputies are required to attend forty (40) hours of in-service training per year and will not be available for Town's patrol during these times. The costs assessed to Town below is equivalent to the expense incurred by the County to fund and pay for two (2) full-time officers. In the event Town desires patrol at a time when the assigned officers are off for sick leave, vacation or in-service training, the Sheriff's Office will provide the same at a rate of \$30.00 per hour. The Sheriff's Office will make every effort to give Town advance notice of time of vacation and training. The parties agree that the deputies will be emergency medical response trained and the deputies will be provided the training necessary to assure that they are properly trained in this area. The Town agrees to be responsible for payment of this training for the officers as set forth below.

2. **Consideration.** As consideration for the services performed above, the Town will pay to the County the costs of employing the two (2) full-time deputies, which costs include salaries, benefits, etc. The payments will be made by the County invoicing the Town each month and the Town promptly paying the invoice. The monthly invoice will be determined based on the costs the County has incurred for the month. The parties agree and understand that for 2017-2018 fiscal year the cost of employment of the two (2) full-time deputies, including salaries, benefits, etc. is \$121,273.00. As further consideration, the Town also agrees to pay to the County the cost of the two (2) officers receiving the requisite emergency medical response training necessary for the officers to perform this function and this amount is \$4,000.00 per officer, for a total of \$8,000.00 and will be invoiced by the County to the Town when the training is obtained. In the event of sick leave, vacation or in-service training of said deputies assigned, if Town desires services during said times, the Town will pay \$30.00 per hour to the County for said services from another officer. The Town will request said additional services by written correspondence to the Sheriff. For the fiscal years after 2017-2018 year, the County will provide to the Town the costs of the annual salary and benefits of the deputies for that year so that the Town can evaluate whether they will continue to receive the services under the contract. Payments in future years will be made in the same manner, with the County invoicing the Town each month for the salaries, benefits, etc.
3. **Grant of Authority.** Town hereby grants County's Sheriff and his designated deputy the authority to perform all services hereunder and authorizes and empowers County's Sheriff and his designated deputy to carry out Town's duties and responsibilities as set forth and contained in Town of Louisville Home Rule Charter adopted by referendum November 6, 2012, within the corporate limits of Town.
4. **Employees of the County.** It is understood and agreed that all deputy sheriff's assigned by County's Sheriff to perform services hereunder shall be and are employees of County and shall be under the sole and exclusive direction and control of County Sheriff. County will maintain records and reports relative to said deputy

activities as with other Sheriff's Office deputy. County shall be solely responsible for such employees' compensation, employer's share of employee benefits and employer's share of FICA tax. County will, also, be responsible for all costs incurred herein, including but not limited to vehicles, fuel, maintenance, equipment, uniforms, etc. Furthermore, County is responsible for all liabilities of, or caused by deputy and shall be primarily responsible for any and all damages or liabilities arising under this interlocal agreement occasioned or caused by said officer(s).

5. **Scheduling of officer.** Scheduling of deputies will be done by the mutual agreement of the County and the Town.
6. **Term.** The initial term of this agreement shall be the balance of the fiscal year described above upon approval of this agreement by the governing bodies of both parties and shall end on end June 30, 2018. Thereafter, this agreement shall automatically renew annually on County's fiscal year, beginning July 1 and ending June 30 of the following year.
7. **Termination.** This agreement may be terminated by either party by giving written notice to the other at least ninety (90) days prior to June 30 of the then current fiscal year.

IN WITNESS WHEREOF, the parties have executed duplicate counterparts of this agreement each of which shall be deemed an original, as of the _____ day of _____, 2017.

BLOUNT COUNTY, TENNESSEE

By:

ED MITCHELL, MAYOR

JAMES L. BERRONG, SHERIFF

Approved as to form:

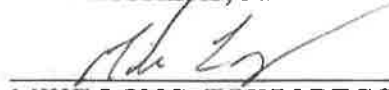
CRAIG L. GARRETT, COUNTY ATTORNEY

TOWN OF LOUISVILLE

By:



TOM BICKERS, MAYOR



MIKE LONG, TOWN RECORDER

RESOLUTION NO. _____

SPONSORED BY COMMISSIONERS _____

RESOLUTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN BLOUNT COUNTY, TENNESSEE AND THE TOWN OF LOUISVILLE FOR THE BLOUNT COUNTY SHERIFF'S OFFICE TO DESIGNATE TWO (2) FULL TIME OFFICERS TO PATROL AND OPERATE WITHIN THE CORPORATE LIMITS IN THE TOWN OF LOUISVILLE

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled this _____:

WHEREAS, *Tennessee Code Annotated* §5-1-113 and §12-9-108 provides for interagency contracts and interlocal agreements between counties and municipalities upon approval of the legislative bodies for each governmental entity; and

WHEREAS, the Town of Louisville has asked Blount County and the Blount County Sheriff's Office to designate two (2) full time law enforcement officers to patrol and operate within the corporate limits of the Town of Louisville and

WHEREAS, Blount County and the Town of Louisville have entered into a contract which provides for the services of said officers and for the payment by the Town of Louisville to the County to pay for the expenses associated with providing and designating said officers; and

WHEREAS, the Blount County Sheriff has agreed to the contract and the terms thereof and has expressed his agreement to the same; and

WHEREAS, the approval of the legislative body of Blount County and the Town of Louisville is required for said agreement to be effective and enforceable; and

WHEREAS, this Resolution includes the herein attached said Interlocal Agreement as "EXHIBIT A" which lists the process, duties and specific procedures to be followed and said "EXHIBIT A" being included as a part of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Blount County Board of Commissioners that the Interlocal Agreement attached hereto as "EXHIBIT A" is hereby ratified and approved.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE IN FORCE AND BECOME EFFECTIVE UPON ITS ADOPTION, THE PUBLIC WELFARE REQUIRING IT.

ADOPTED THIS _____ DAY OF _____, 2017.

CERTIFICATION OF ACTION ATTEST

Commission Chairman

County Clerk

Approved: _____
Vetoed: _____

County Mayor

Date