

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT

FOR THE

Nashville Fire Department/TN-TF2 US&R/SWIFTWATER RESCUE TEAM

This agreement is entered into by and among the city **Nashville and Davidson County** ("Sponsoring Agency") and the undersigned local government entities ("Participating Agencies") (the Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency") in the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a US&R/Water Rescue Team which will provide response and rescue services throughout **Metro Nashville Davidson County/Homeland District 5** and statewide as requested in accordance with Tennessee Code Annotated, Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional Water Rescue Team be created.

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

1. **CREATION AND PURPOSE.** The **TN-TF2 US&R/Swiftwater Rescue Team** (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swiftwater rescue and floodwater reconnaissance and evacuations.

2. **MANAGEMENT AND ADMINISTRATION.** The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members; and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. **CONTRIBUTION OF AGENCIES.** The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS. The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment needed by team members employed by their Agency.

5. PROPERTY OF THE TEAM

5.1 Personal Property and Equipment. Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency.

5.2 Real Property. The Team has no authority to purchase real property or hold real property in the name of the Team.

6. PERSONNEL MATTERS.

6.1 US&R Swiftwater Rescue Team Members. **TN-TF2 US&R/ Swiftwater Rescue Team** members must be full time, part time, or volunteer members of an Agency.

6.2 Employee Status and Benefits. Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration, and workers' compensation.

7. POLICIES. Members assigned to the Team remain obligated to follow the rules and policies of the **TN-TF2 US&R/Swiftwater Rescue Team** and the Participating Agency employing them.

8. STATUS OF US&R/SWIFTWATER RESCUE TEAM MEMBERS. The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions, and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES.

9.1 Members Assigned to the Team Remain Employees of Employing Agency. Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing Agency during the normal course of the member's employment, independent of the Team.

Team members will be considered employees of the Agency hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other Agency or of the Team.

9.2 No Assumption of Liability for Non-Employees. No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.

9.3 Waiver of Claims. Each Agency agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, occurring as a consequence of Team activities, against any other Agency and that all such claims are waived.

10. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual. The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal. The Agreement will be completely terminated by agreement of the Participating Agencies or where there is only one local government which has not withdrawn.

11. ADDITION OF PARTIES. Local governmental entities with resources and personnel that have completed the membership requirements of the **TN-TF2 US&R/Swiftwater Rescue Team** may become parties to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is executed by the mayor of the Nashville Davidson County and the city mayors, or other authorized representative of the Participating Agency pursuant to the resolution of each jurisdiction authorizing them to so execute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

Mayor

Attest: _____
Witness

Adopted: _____
Date

Approved as to Form: Cynthia E. Dross
Metro Attorney

City of Brentwood, Tennessee

Participating Agency

DocuSigned by:
Rhea E. Little, III
CFC5F126234B427...
Mayor

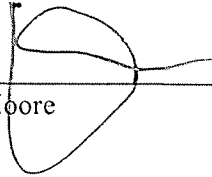
Executed: 02/28/2022
Date

Approved as to Form and Legality: *Kristen R. Combs*
2D82EC2185AB45C...
Attorney

CITY OF FRANKLIN, TENNESSEE

Participating Agency

Dr. Ken Moore
Mayor



Executed:

April 4, 2022
Date

Approved as to Form and Legality:

Shauna R. Billingsley
Shauna R. Billingsley, City Attorney

RESOLUTION NO. 22-1032

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-LOCAL AGREEMENT FOR PARTICIPATION IN A SWIFTWATER RESCUE TEAM BETWEEN THE NASHVILLE FIRE DEPARTMENT, TENNESSEE TASK FORCE 2 URBAN SEARCH AND RESCUE AND THE CITY OF GOODLETTSVILLE, TENNESSEE.

WHEREAS, the City of Goodlettsville and the Nashville Fire Department has maintained a great working relationship for many years; and

WHEREAS, the City of Goodlettsville wishes to continue that working relationship by entering into an interlocal agreement as it relates to swift water rescue team; and

WHEREAS, this agreement would also include the participation of the cities of Franklin, Hendersonville and Murfreesboro.

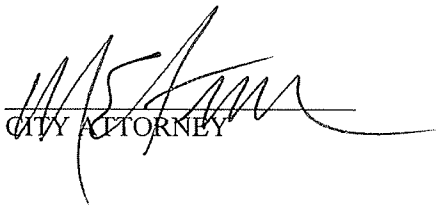
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE INTER-LOCAL AGREEMENT IDENTIFIED AS EXHIBIT I OF THIS RESOLUTION IS APPROVED AND THE CITY MANAGER IS AUTHORIZED EXECUTE.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.


MAYOR RUSTY TINNIN

Adopted: January 13, 2022


CITY RECORDER
APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

City of Goodlettsville

Participating Agency



City Manager

Executed:

1/13/2022

Date

Approved as to Form and Legality:


Attorney

City of Hendersonville

Participating Agency

James C. [Signature]

Mayor

Executed: 10-11-21

John D. Bradley

Attorney

Date

9/29/21

Wilson County EMA
Participating Agency

Ramsay Hutto
Mayor

Executed: 3/8/22
Date

Approved as to Form and Legality: Michael G. Jones
Attorney

Heberon Fire Department
Participating Agency


Bill R. R. R.
Mayor


Executed: 3/9/22
Date

Approved as to Form and Legality: _____
Attorney

City of Lebanon, TN:

Lebanon Fire Department
Participating Agency

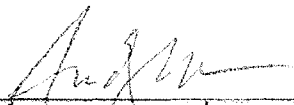

Mayor Rick Bell

Attest:

Comm. of Finance, Stuart Lawson

Executed:

Date

Approved as to Form and Legality:


Attorney Andy Wright
pursuant to Ord. 22-6447

RESOLUTION 22-R-03 approving a Interlocal Cooperation and Mutual Aid Agreement for the Nashville Fire Department/TN-TF2 US&R/Swiftwater Rescue Team.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 et seq., authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the City of Murfreesboro wishes to avail itself of all authority conferred by these statutes and any other provision of law, to participate in a US&R/Water Rescue Team which will provide response and rescue services throughout the area of the Metropolitan Government of Nashville and Davidson County/Homeland District 5, and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 et seq., "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, the City Council desires to authorize and support the City of Murfreesboro Fire Rescue Department's participation in the TN-TF2 US&R/Swiftwater Rescue Team.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

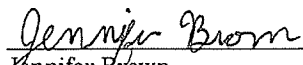
SECTION 1. The City approves the Interlocal Cooperation and Mutual Aid Agreement for the Nashville Fire Department/TN-TF2 US&R/Swiftwater Rescue Team, attached hereto as Exhibit A and authorizes the Mayor to execute the Agreement and authorizes the City Manager and staff to act as necessary to achieve its objectives.

SECTION 2. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: January 27, 2022


Shane McFarland, Mayor

ATTEST:


Jennifer Brown
City Recorder

APPROVED AS TO FORM:

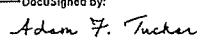
DocuSigned by:

43A2C38E51F0401
Adam F. Tucker
City Attorney

EXHIBIT A

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT

FOR THE

Nashville Fire Department/TN-TF2 US&R/SWIFTWATER RESCUE TEAM

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WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a US&R/Water Rescue Team which will provide response and rescue services throughout the area of the Metropolitan Government of Nashville and Davidson County/Homeland District 5, and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

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7. POLICIES. Members assigned to the Team remain obligated to follow the rules and policies of the TN-TF2 US&R/Swiftwater Rescue Team and the Participating Agency employing them.

8. STATUS OF SWIFTWATER RESCUE TEAM MEMBERS. The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions, and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

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12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is approved by the Metropolitan Council and executed by the Mayor of the Metropolitan Government of Nashville and Davidson County, and the city mayors, or other authorized representatives of the Participating Agencies, pursuant to the resolution of each jurisdiction authorizing them to so execute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

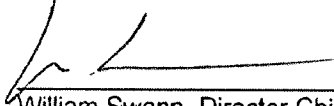
Metropolitan Government of Nashville and Davidson County
Sponsoring Agency

Mayor John Cooper

Executed: _____
Date

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

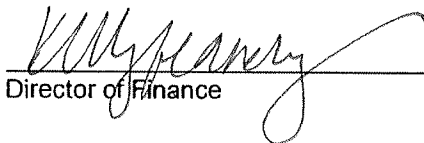
RECOMMENDED AND APPROVED BY:



William Swann, Director Chief
Nashville Fire Department

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

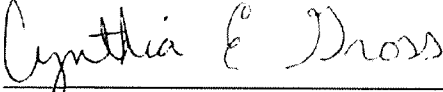


Director of Finance

TBE

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

May 31, 2022

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance

June 1, 2022

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date