

**INTER-LOCAL COOPERATION AGREEMENT
12th JUDICIAL DISTRICT DRUG AND VIOLENT CRIME TASK FORCE**

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individual holds at the time this Agreement is signed. The governing bodies represented herein are part of the 12th Judicial District of the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101, *et seq.*, authorizes public agencies to enter into inter-local cooperation agreements; and

WHEREAS, Tennessee Code Annotated Section 6-54-307, authorizes law enforcement agencies to provide one another with mutual assistance in law enforcement; and

WHEREAS, Tennessee Code Annotated Section 58-2-601 *et seq.*, authorizes local governments to provide one another with emergency assistance; and

WHEREAS, Tennessee Code Annotated Section 8-7-110 specifies that a Director of a Judicial District Drug and Violent Crime Task Force shall have the authority to commission personnel assigned to or hired by the task force with the approval of the District Attorney General. This section also indicates that any law enforcement officer or Assistant District Attorney General or District Attorney General Criminal Investigator assigned to or hired by a judicial district or multi-judicial district task force relating to the investigation and prosecution of drug and violent crime cases shall have the same rights, powers, duties, and immunities statewide as such officer has within the officers own judicial district or multi-judicial district, provided that the investigations conducted outside the officers jurisdiction originated within the officers own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exist a mutual aid agreement between the judicial districts or multi-judicial district drug task forces approved by each District Attorney General; and

WHEREAS, the local governments which are parties to this Agreement wish to avail themselves of all authority conferred by these statutes and any other provisions of law, to create and operate a drug and violent crime task force for the 12th Judicial District that will identify and prosecute the users, sellers, distributors, transporters and manufacturers of controlled substances within the 12th Judicial District; and

WHEREAS, the parties deem it in the public's interest hereto that such a multi-jurisdictional drug and violent crime task force continue to operate for the 12th Judicial District; and

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

1. **PURPOSE:** The purpose of the 12th Judicial District Drug and Violent Crime Task Force (hereinafter DTF) is to consolidate the effort, information, experience and resources of the individual law enforcement agencies within the district to increase effectiveness and avoid

duplication of effort in the identification and prosecution of the users, sellers, distributors, transporters and manufacturers of controlled substances within the 12th Judicial District. The major drug enforcement activities within the jurisdiction of the local governments entering into this Agreement will be consolidated and conducted by the DTF. However, this Agreement does not prohibit or otherwise restrict drug arrests by law enforcement officers not assigned to the DTF.

2. **PRECISE ORGANIZATON:** The DTF will be comprised of a Director along with a part-time financial administrator. Personnel (investigators) assigned from participating agencies will be tasked with working primarily within their respective jurisdictions, but will be called upon from time to time to assist across the 12th Judicial District for larger, more complex investigations with a nexus to their jurisdictions or for man-power needs during enforcement operations. DTF personnel hired full-time as a special agent/investigator will be tasked with working across the 12th Judicial District, and will serve to act as a liaison between participating agencies in an effort to avoid duplication and uncover more complex multi-defendant type investigations. The DTF falls under the authority of the 12th Judicial District Attorney General's Office.
3. **BOARD OF DIRECTORS:** The DTF shall be governed by the Board of Directors (hereinafter "Board"). The Board shall be comprised of the chief law enforcement officer for each city and/or county within the 12th Judicial District that is a party to this Agreement. *(See Section 10 for Qualifications of Board Members)*. Other local governmental entities within the 12th Judicial District may become a party to this Agreement through written notification to the Board of Directors, and approval by the governing body of the entity and acceptance of this Agreement's terms and conditions. Such added parties may then designate a representative for the Board according to the provisions outlined herein. The District Attorney General for the 12th Judicial District shall also be a voting member of the Board.

Officers of the Board: The District Attorney General or his designee will serve as the Chairman of the Board. The Board may elect other officers as the Board deems appropriate.

Meetings: The Board or the DTF Director will establish the time, date and place for its regular meetings. Regular meetings shall be held a minimum of four times per year. Special meetings of the Board shall be called upon at the request of the Chairman or of one-third of the Board members. Notices of all meetings of the Board shall be sent by the Director of the DTF by e-mail, facsimile, or by regular mail at least seven (7) days prior to the meeting. Notice of any particular meeting may be given to some Board members in one manner and to the remaining Board members in a different manner.

Voting: Each member of the Board of Directors will have a voice at every meeting, but will only be entitled to vote in the business of the Board if their agency is providing money, personnel or equipment. The amount of money or equipment provided by that agency in lieu of providing actual personnel to the DTF is a matter to be decided by the other members of the Board.

Compensation: Members of the Board will serve without additional compensation.

Quorum: Except as otherwise provided herein, a majority of the Board members in person or by proxy shall constitute a quorum for the transaction of business. Except as otherwise provided herein, a majority of the quorum will rule.

Authority: The Board is responsible for the overall policy and direction of the DTF. The duties of the Board include, but are not limited to, the following:

- a. Selecting a DTF Director. Such person may be assigned from a participating law enforcement agency or governmental entity or hired in addition to assigned personnel.
- b. Approving assignment, discharge, suspension, or transfer of DTF personnel.
- c. Overseeing the finances of the DTF to ensure compliance with the procedures required by the State Comptroller, federal grants and any internal financial policies established by the Board.
- d. Review annually all Memorandums of Understandings, Inter-agency Agreements and Inter-local Agreements.

Non-liability of Board members: The Board members shall not be personally liable for the debts, liabilities or other obligations of the DTF.

4. **DRUG TASK FORCE DIRECTOR:** The DTF Director is selected by the Board and serves at the pleasure of the Board of Directors and is subject to review by the Board at any time. The Director also serves in his position at the direction of the District Attorney General for the 12th Judicial District as he is the grant recipient for funds provided by the State of Tennessee that assist in the funding of the DTF. The Director will serve as the principal liaison between the DTF and the Board. The Task Force Director will supervise the daily operations of the DTF. The Director shall not be entitled to vote at Board meetings. The duties of the Director include, but are not limited to, the following:

- a. Select a DTF Office Manager, and/or other necessary office personnel, and receive approval from the Board for such selection(s).
- b. Approve expenditure of DTF funds and maintain account of such funds as required by the State Comptroller, federal grant and internal financial procedures established by the Board.
- c. Ensure the timely preparation of all reports on DTF activities.
- d. Prepare policies and procedures for DTF personnel, and receive approval from the Board for the implementation of such policies and procedures.

- e. Enter into agreements, leases, and/or contracts on behalf of the DTF. The Director does not have to seek approval from the Board for agreements, leases and/or contracts pertaining to the day-to-day operations of the DTF; however, such agreements, leases and/or contracts must be accounted for within the budget and/or quarterly financial statement provided to the Board. The Board may set a maximum financial obligation which may be implemented through the authority of the Director, to set a standard by which approval must be sought prior to the implementation of agreements, leases and/or contracts pertaining to the DTF.

5. **THE DISTRICT ATTORNEY GENERAL:** The District Attorney General or the designee of the District Attorney General will be a voting ex officio member of the Board of Directors with respect to the DTF. In addition, the District Attorney General will advise the DTF in all matters, represent the DTF and prosecute such cases in court. In addition, the District Attorney General or his designee should have immediate access to the DTF as deemed appropriate by the District Attorney General.

6. **FINANCES:** The financial matters of the DTF shall be conducted in accordance with all applicable state and federal laws.

Judicial District Drug Fund: A joint fund shall be established for the monies necessary for DTF operations. Such fund shall be maintained in the office of the Trustee in the county designated by the Board. This fund shall be known as the "Judicial District Drug Fund." All monies including, but not limited to, local government contributions, fines, grant proceeds, seizures and forfeitures for the benefit of the DTF shall be deposited in this fund.

Disbursement of Judicial District Drug Fund: Monies from the Judicial District Drug Fund may be disbursed upon request by the DTF Director. Disbursements shall be subject to the limitations established by the Board in accordance with state and federal law.

Contributions and Distribution of Income: All contributions by individual agencies that are members of the DTF along with any individualized agreements relating to the distribution of income and/or seized assets between the DTF and individual agencies will be pursuant to Memorandums of Understanding between the DTF and the respective individual agencies. These agreements will be approved by the District Attorney General, the chief law enforcement officer of the respective agency and the Director of the DTF. All distribution of income and/or seized property will comply with any and all applicable Tennessee state law.

Budget: The DTF Director, with the approval of the Board, will prepare an annual line item budget on or before April 1 of each year. Expenditures will be limited to the funds available in the Judicial District Drug Task Force Fund Account with the exception of Byrne Grant funds, which have already been obligated to the DTF. Such budget shall be approved by the Board prior to disbursement.

Purchasing: The Board may adopt policies and procedures concerning purchasing. The purchasing procedure of the DTF must comply with the purchasing procedure of the county wherein the DTF headquarters is located as well as any other applicable state and/or federal law.

Accounting and Reporting: The DTF must conduct its financial affairs and maintain its records according to sound accounting principles and according to the procedures established by the State Comptroller and the Board of Directors. The DTF Director must file quarterly reports with the Board to include, but not limited to, previously described items in these bylaws. A financial summary of funds expended each quarter will be provided to the members of the Board of Directors at the quarterly meetings.

Audit: An annual audit will be made for the purpose of ascertaining errors/irregularities. The State Comptroller or a private certified accountant will conduct the audit as agreed upon by the Board. The Board may elect to have an audit conducted at any time at its discretion.

7. **PROPERTY OF THE DTF:** The DTF shall have the authority to maintain control over personal and real property.

Personal Property and Equipment: The personal property and equipment contributed to the DTF will be under the operational control of the DTF for so long as the task force remains operational. The property and equipment supplied by participating agencies to the task force members, who remain employees of the participating governmental entity, will remain property of that governmental entity. Personal property and equipment purchased by the DTF is property that belongs to the DTF so long as the task force remains operational. If the DTF ceases to operate under this agreement, the Office of Criminal Justice Programs (OCJP) will have the option of invoking claim to any property maintained by the DTF that was purchased in whole or part with grant funds. The remaining property, can be used by the District Attorney General to continue to operate a DTF if he/she desires to do so. If that be the case, the DTF property will be used to support that initiative. If that is not the case, then the property left will be equally divided amongst participating agencies based on an agreement by the Board of Directors and the District Attorney General.

Real Property: The DTF has no authority to purchase real property or hold real property in the name of the DTF unless approved by the Board of Directors. Drug Task Forces can purchase real property. However, grant funds cannot be used as part of the funding for the purchase of such property. The purchase of real property also has to be approved by the Board of Directors and that property will be registered through Marion County where the DTF maintains its' fund account.

Disposal of DTF Property: Obsolete or surplus property of the DTF may be disposed of at the discretion of the DTF Director. In the event the DTF is dissolved or disbanded, real and personal property in the custody and control of the DTF shall be disposed of by the Board to the law enforcement agencies and/or

governmental entities that are parties to this agreement or in accordance with state law as a court of competent jurisdiction in any county in which the DTF operates within the 12th Judicial District shall direct.

8. **PERSONNEL:** Any assignment of a law enforcement officer, assistant district attorney general, or district attorney general investigator assigned to the DTF shall have such assignment in writing provided by the chief law enforcement official of the assigning jurisdiction, including, but not limited to, sheriff departments, police departments, task forces, state law enforcement agencies and district attorney general's office, and shall not become effective until approved by the Board. As stated herein, the Director has the authority to hire personnel for the DTF, including agents and/or office staff, after receiving approval for such hire from the Board. Pursuant to Tennessee Code Annotated, Section 8-7-110, any law enforcement officer employed by or assigned to the DTF must meet the minimum certification requirements of the peace officers standards and training commission; provided, however, that such officer shall not be entitled to receive a police pay supplement for that certification.

Commission: The director of the DTF shall have the authority to commission personnel assigned to or hired by the DTF with the approval of the District Attorney General for the 12th Judicial District.

Status and Benefits: Any law enforcement officer assigned to the DTF shall remain an employee of the law enforcement agency making the assignment for the purpose of compensation and benefits. Salaries of such officers shall be paid by the respective law enforcement agency making the assignment. A law enforcement officer assigned to the DTF shall retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and Worker's Compensation with the assigning agency. The DTF will make no awards or bonuses or supplement any officer's salaries unless officially approved by the Board of Directors by a majority vote at their annual meeting in June of each year.

Assignment and Transfer: Each law enforcement agency and/or governmental entity that is a party to this Agreement may recommend law enforcement officers for assignment to the DTF. The assignment of each officer is subject to Board approval. This assignment should be in writing from the agency providing the officer is approved by the Board of Directors and assigned on a full-time basis to the DTF. The officer, the assigning agency, the Director, or the Board may request assignment changes regarding the officer's position with the DTF. Any assignment or change in assignment pertaining to an officer with respect to the DTF shall be subject to Board approval. Any law enforcement officer assigned by the DTF shall follow the policies and procedures of the assigning agency as well as those established by the Director for the DTF.

9. **AUTHORITY OF DTF AGENTS:** Any law enforcement officer or assistant district attorney general or district attorney general criminal investigator assigned to or hired by the DTF shall have the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction. Such

individuals shall also have the same rights, powers, duties and immunities statewide as such officer has within the 12th Judicial District; provided, that investigations conducted outside the officer's jurisdiction originated within the officer's own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exists a mutual aid agreement between the judicial districts or multi-judicial district task forces approved by each district attorney general. *See Tennessee Code Annotated, Section 8-7-110.* Any law enforcement officer, who is employed directly by the DTF and has been conferred law enforcement powers, shall have all the police powers necessary to enforce all State laws, including all traffic laws, the power to serve and execute warrants, arrest offenders and issue citations.

10. **IMMUNITIES OF DTF AGENTS:** Notwithstanding any other provision of law to the contrary, concerning members of judicial district task forces relating to the investigation and prosecution of alleged drug violations, if a claim or suit should be filed against an individual and it is proven that: (1) at the time of the alleged incident the individual was a member of the DTF who was properly certified to the board of claims pursuant to state law; and (2) the alleged liability arose out of the individual's activities as a DTF member; then it shall be conclusively deemed that the individual was not an employee, agent or servant of a local government but was a volunteer to the state. To the extent any conflict exists concerning liability or jurisdiction of the members of the DTF relating to the investigation and prosecution of, but not limited to, drug cases between the provisions established by state law and any mutual aid or inter-local agreement entered into by the DTF, then state law shall take precedence over any such agreement. *See Tennessee Code Annotated, Section 8-7-110.*
11. **QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS:** Pursuant to Tennessee Code Annotated Section 8-42-101(3)(C), the DTF will comply with all requirements of Chapter 0620-3-5 of the Rules of the Tennessee Department of Finance and Administration relating to the qualifications for certifying members and board of directors of judicial drug task forces relating to the investigation and prosecution of drug cases for the purpose of state liability protection.
12. **WAIVER OF CLAIMS:** Each participating local government 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 direct consequence of the DTF's activities, against any other participating local government and that all such claims are expressly waived.
13. **DURATION AND TERMINATION OF AGREEMENT:** The duration of this Agreement is perpetual. However, at least every four years the Board of Directors and the DTF Director will update this agreement. This Agreement will be updated so that law enforcement agency heads that change will be added or deleted from this agreement as necessary. The Agreement will be partially terminated by the withdrawal of a participating local government. A participating local government may withdraw at any time, provided it gives written notice of its intent to withdraw to the Board of Directors at

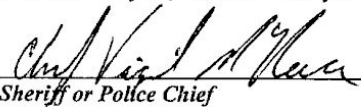
least (60) days in advance. The Agreement will be completely terminated by agreement of participating local governments or when there is only one local government, which has not withdrawn. The District Attorney General does have the authority to directly control and appoint a Director and other agents to work on his DTF, if no other law enforcement agencies within the judicial district are participating with manpower. Furthermore, the DTF Director shall have the authority to commission personnel assigned to or hired by the DTF with the approval of the District Attorney General of the DTF so long as they meet the requirements to be qualified law enforcement officers as required by the Tennessee Peace Officer Standards and Training Commission and T.C.A. 38-8-101 et seq. A review of the Agreement will be conducted on an annual basis.

14. **CONSTRUCTION:** Should any of the provisions or portions of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of the Agreement shall be unaffected by such holding.

15. **EFFECT:** This Agreement will take effect after the governing bodies of the local governments, which are parties hereto, approve its terms. This Agreement supersedes any and all Agreements, By-Laws, Minutes and Procedures heretofore established by the Board of Directors concerning the DTF. The members of the Board and parties to this Agreement will be determined by the signatures affixed hereto by the representative assigned by the governmental agency after approval by the government body of the terms of this Agreement. If a signature and date does not appear by a party's agency, then such agency is not represented on the Board.

IN WITNESS WHEREOF, the parties by their duly authorized representatives designated by the following signatures:

DATE: _____
J. Michael Taylor, District Attorney General, 12th Judicial District



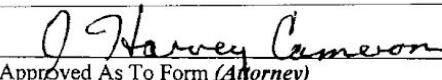
DATE: 2-1-17
Sheriff or Police Chief

County or City:



DATE: 2-1-17
Approved (Mayor)

County or City:



DATE: 1-30-17
Approved As To Form (Attorney)

County or City: