

**RESOLUTION 35-25**

By Donald A. Bufalini

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, FOR THE CITY MANAGER AND POLICE CHIEF TO EXPLORE ENTRY INTO A 287(g) TASK FORCE MODEL AGREEMENT WITH U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)**

**WHEREAS**, the Fairview Police Department is committed to protecting public safety, enforcing the law, and cooperating with appropriate federal, state, and local agencies to ensure the security of the community; and

**WHEREAS**, Section 287(g) of the Immigration and Nationality Act provides authority for state and local law enforcement agencies to enter into agreements with U.S. Immigration and Customs Enforcement (ICE) to perform certain immigration enforcement functions under ICE supervision and oversight; and

**WHEREAS**, the Task Force Model (TFM) under the 287(g) program enables participating local law enforcement officers to perform designated immigration enforcement functions during their routine field duties, under ICE oversight and pursuant to federal law; and

**WHEREAS**, State Policy Shift. The Tennessee General Assembly is actively encouraging local 287(g) partnerships placing a premium on proactive municipal oversight; and

**WHEREAS**, Potential Strategic Value. Participation can unlock federally funded training, database access, and eligibility for both the U.S. Department of Justice's State Criminal Alien Assistance Program and the newly established Tennessee "Immigration Enforcement Grant Program" incentives beginning July 1, 2025; and

**WHEREAS**, the Board of Commissioners believes it is in the public interest to explore participation in the 287(g) Task Force Model program to enhance the Fairview Police Department's ability to serve and protect the citizens of Fairview; and

**WHEREAS**, this resolution does not authorize entry into any agreement but authorizes the City Manager and Police Chief to formally engage with ICE and other relevant federal authorities to study the requirements, obligations, and potential benefits of entering into such an agreement, and to report back to the Board of Commissioners no later than August 21, 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Commissioners of the City of Fairview, Tennessee, that:

1. The City Manager and Police Chief are authorized to engage with U.S. Immigration and Customs Enforcement and related federal agencies to explore entering into a 287(g) Task Force Model agreement.

Passed and adopted this the 17<sup>th</sup> day of June, 2025

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Lisa Anderson, Mayor

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Chirs McDonald, Vice Mayor

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Wayne Hall, Commissioner

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Don Bufalini, Commissioner

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Carolyn Roberts, Commissioner

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

**RESOLUTION 36-25****A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY FOR THE PROVISION OF FIREFIGHTING AND EMERGENCY RESPONSE SERVICES**

**WHEREAS**, pursuant to Title 12, Chapter 9 and Title 58, Chapter 8 of the Tennessee Code Annotated, the parties have the express authority to enter into interlocal agreements for cooperation in the provision of fire suppression and emergency response services; and

**WHEREAS**, the City of Fairview currently provides firefighting and emergency response services within its municipal boundaries and the service area currently within the unincorporated area abutting the municipal boundary through its Fairview Fire Department; and

**WHEREAS**, Williamson County Fire and Rescue also currently provides firefighting and emergency response services in the unincorporated area immediately surrounding the City of Fairview; and

**WHEREAS**, the parties are governmental entities of the State of Tennessee as defined within the interlocal Cooperation Act ("Act") found at *Tennessee Code Annotated, Section 12-9-101, et. seq.* which authorizes any Tennessee governmental entity to act jointly with any other public agency to exercise any powers, privileges, and authority conferred upon a public agency; and

**WHEREAS**, the parties have negotiated a fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) for each call the Fairview Fire Department answers in the unincorporated area abutting the municipal boundary at the request of Williamson County; and

**WHEREAS**, the City of Fairview Board of Commissioners has determined that it is in the best interest of the citizens of Fairview to authorize the mayor to execute an interlocal agreement with Williamson County and all other documents relating to the provision and payment of firefighting and emergency response services in the unincorporated area abutting the municipal boundary on a per call basis:

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the City of Fairview, meeting in regular session, this the 17<sup>th</sup> day of June, 2025, pursuant to Title 12, Chapter 9 of the Tennessee Code Annotated, hereby approves the terms of the interlocal agreement and authorizes the mayor to execute the interlocal agreement and all other amendments, extensions, and documents with Williamson County to define the contractual obligations and financial responsibilities concerning the continued provision of firefighting and emergency response services in the unincorporated area abutting the municipal boundary.

Passed and adopted this 17<sup>th</sup> day of June, 2025.

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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND  
THE CITY OF FAIRVIEW, TENNESSEE FOR THE PROVISION OF  
FIREFIGHTING AND EMERGENCY RESPONSE SERVICES**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the **CITY OF FAIRVIEW, TENNESSEE** ("City"), a municipal government located at 7100 City Center Way, Fairview, Tennessee 37062, to establish the terms and financial responsibilities for the provision of firefighting and emergency response services located outside the City's boundary and within the surrounding unincorporated area.

**RECITALS**

**WHEREAS**, County and City are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-101, et seq.*;

**WHEREAS**, City currently provides fire and emergency response services through its Fairview Fire Department ("FFD") to serve the area currently within the unincorporated area abutting the municipal boundary, which is more particularly described in the GIS map attached hereto as Attachment A as may be periodically amended upon written agreement of the parties ("Service Area"); and

**WHEREAS**, the parties have determined this Agreement is beneficial to both parties for the provision of firefighting and emergency response services within the Service Area.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. Purpose of Agreement.** The purpose of this Agreement is to clearly define the contractual responsibilities and financial obligations of City and County for the provision of firefighting and emergency response services within the Service Area. For the purposes of this Agreement, the Williamson County Office of Public Safety Director shall be the point of contact on behalf of County.

**II. Authority.** This Agreement is made and entered into pursuant to the authority granted to the parties under the Interlocal Cooperation Act, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

**III. Provision of Firefighting and Emergency Response Services.** City agrees to provide, on a continuing basis, firefighting and emergency response services to the citizens within the Service Area at a minimum, at the current standard of coverage, field operations, staffing, and deployment policies and procedures. Staffing shall be maintained at the level needed to provide the services to the Service Area. City shall be responsible for all recruitment and training activities. City shall be solely responsible for the cost, care, and maintenance on all needed equipment and vehicles as well as any and all costs associated with the provision of the firefighting and emergency response services. City warrants that the fire department shall maintain Fire Department Recognition with the Tennessee Department of Commerce and Insurance, State Fire Marshal's Office throughout the term of this Agreement.

**IV. Training Reports.** City shall maintain all records indicating the training classes offered and completed by its personnel in firefighting and safety techniques.

**V. Term.** The initial term of this Agreement shall be for a period of one (1) year which shall begin July 1, 2025 and end on June 30<sup>th</sup>, 2026 at midnight. This Agreement may be extended for additional one (1) year terms upon written agreement of the parties.

**VI. Payment by County.** For the provision of fire and emergency response services, County shall pay, and City shall accept Two Hundred Fifty and 00/100 Dollars (\$250.00) per call that the FFD responds to within the Service Area at the request of County's dispatch. Compensation for the provision of services is strictly conditioned on City's compliance with all material terms contained herein and for the continued provision of the firefighting and emergency response services to include areas located outside the City's boundary as may be changed from time to time. County shall pay City on a quarterly basis within thirty (30) days of receipt of a detailed invoice.

**VII. Termination.**

a. Breach. Should either party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven (7) calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

b. Termination for Convenience. City or County may terminate this Agreement at any time by providing no less than one hundred eighty days (180) days written notice to the other party prior to the end of the fiscal year. Such termination shall not affect in any manner any prior existing obligations between the parties. Termination shall be effective on the last day of the fiscal year following the proper written notice.

**VIII. Insurance.** During the term of this Agreement, including all extensions, City shall, at its own cost and expense, maintain Comprehensive General Liability Insurance. A certificate of insurance, in a form satisfactory to County, evidencing said coverage and naming Williamson County, Tennessee Government as additional insured, shall be provided to County. Such policy or policies shall be in the minimum amount of \$1,000,000.00 for general liability insurance, \$1,000,000.00 for automobile liability, \$700,000.00 for Workers' Compensation insurance. Such policies shall be non-cancelable except upon thirty (30) days prior written notice to County. Throughout the term of this Agreement, City shall provide an updated certificate of insurance upon expiration of the current certificate.

**IX. Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

**X. Limitation on Liability.** Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

**XI. General Terms.**

a. Choice of Law and Forum. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

b. Notices. All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County:

WILLIAMSON COUNTY, TENNESSEE  
County Administrative Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064  
Attn: County Mayor

City:

CITY OF FAIRVIEW, TENNESSEE  
7100 City Center Way  
Fairview, TN 37062  
Attn: City Manager

With a copy to:

CITY OF FAIRVIEW ATTORNEY  
Patrick M Carter  
809 South Main Street  
Columbia, TN 38401

c. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

d. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

e. Assignment. The rights and obligations of this Agreement are not assignable.

f. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

g. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

h. Employment Practices. Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

i. Relationship Between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

j. Severability. If anyone or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

k. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, either party shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/ or specific performance to the extent permitted by law.

l. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

m. Effective Date. This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for the City and then by the authorized representatives of County and has been filed in the office of the County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date written below.

IN WITNESS WHEREOF, County and City have executed this Agreement effective as of the date and year written below.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY: \_\_\_\_\_

BY: Rogers Anderson, Williamson County Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:



Williamson County Attorney

ATTEST:

CITY OF FAIRVIEW, TENNESSEE

BY: \_\_\_\_\_

BY: Lisa Anderson, City Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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Fairview City Attorney