

**INTERLOCAL AGREEMENT CREATING
A JOINT ECONOMIC DEVELOPMENT BOARD
IN CUMBERLAND COUNTY, TENNESSEE**

This interlocal agreement is made and entered into by and between the participating governments, which are as follows: Cumberland County, Crossville, Crab Orchard, Pleasant Hill.

WITNESSETH:

WHEREAS, in enacting Acts of 1998, Public Chapter 1101, commonly referred to as "growth policies legislation," the Tennessee General Assembly intended that local government engage in long-term planning, and that such planning be accomplished through regular communication and cooperation among local governments, the agencies attached to them, and the agencies that serve them; and,

WHEREAS, the legislature also intended that the growth plans required by Public Chapter 1101 result from the communication and cooperation among local government; and,

WHEREAS, Public Chapter 1101 requires the creation in each county of a joint economic and community development board established by interlocal agreement pursuant to Tennessee Code Annotated §5-1-113 to foster communication relative to economic and community development between and among government entities, industry, and private citizens; and,

WHEREAS, parties to this Agreement have agreed that it is advantageous to the local governments and the citizens of Cumberland County, as a whole, that an agreement be reached to facilitate growth and development in a cooperative effort; and,

WHEREAS, pursuant to Tennessee Code Annotated §5-1-113 and §12-9-101 et. seq., Interlocal Agreements between local governments are authorized.

NOW, THEREFORE, parties agree as follows:

1. **BOARD.** There is hereby created a joint economic development board The Cumberland County Joint Economic Community Development Board, hereinafter referred to as the "Board."
2. **BOARD PURPOSE.** The purpose of the Board is to foster communication and facilitate economic and community development between and among governmental entities, industry, and private citizens.
3. **BOARD AUTHORITY.** The Board is authorized to make periodic progress and status reports to the parties to this Agreement.
4. **MEMBERSHIP OF THE BOARD.** The Board shall consist of the County Mayor, the Mayor of each municipality in the County, one (1) City of Crossville City

Councilmember, the City of Crossville City Manager, three (3) Cumberland County Commissioners, three (3) representatives selected by the Chamber of Commerce, one (1) representative from the largest utility in the county, one (1) representative of agriculture, one (1) representative from the private sector selected by the other non-executive committee members of the Joint Economic Development Board, and members at large as determined by State requirements and/or the needs determined by the JECDB.

5. **TERMS OF OFFICE.** The terms of office for elected officials shall coincide with the terms of office for their elected positions. Terms for non-elected Board members and those not covered by County, City, and Chamber appointments, such as at-large members, will be elected in the second year following the local election cycle or as needed to accommodate state requirements. Terms will be for four (4) years except Chamber appointments, which will be for three (3) years. The Director of Schools membership to the Board will also coincide with his/her role as Director of Schools.
6. **OFFICERS.** Following the appointment of all Board members, a chair, vice-chair, and secretary-treasurer shall be elected by membership. Elected officers will serve two (2) year terms, and officer elections will be held during the fourth quarterly meeting, following local elections to coincide with any county committee appointment changes. The officers shall serve as members of the executive committee. The chair shall call regular and special-called meetings of the Board and executive committee, preside at all meetings of the Board and executive committee, and shall generally be authorized to exercise general supervision of activities and functions approved by the Board and/or executive committee. The vice-chair shall perform the duties of chair in his/her absence. In the absence of both the chair and vice-chair, the County Mayor will convene the meeting. The secretary-treasurer shall keep or cause to be kept the minutes of all Board and executive committee meetings and maintain such records and shall be the chief financial officer of the Board. The secretary/treasurer shall supervise grants and exercise general supervision of financial activities of the Board. Unless a replacement budget is adopted before April 1 in compliance with TCA 6-58-114(h), the JECDB adopts a yearly zero (0) dollar budget. That budget will change in accordance with the actual grant funding awarded or other revenue identified and approved by the JECDB. If the JECDB determines that a project requiring local funds would benefit the County economically, the funding mechanism outlined by the State in TCA 6-58-114(g) would be used. Each funding body must approve their share as determined in TCA 6-58-114(g) before the project can move forward.
7. **EXECUTIVE COMMITTEE.** The Executive Committee shall consist of the chair, vice-chair, secretary/treasurer, County Mayor, and Mayor(s) of the larger municipality(ies) in the County and other members as determined by the Board. The executive committee shall have all of the powers of the Board between meetings, but cannot modify any action taken by the Board.

8. MEETINGS. The Board shall meet a minimum of four (4) times each year, and the executive committee shall meet at least four (4) times each year. Minutes of all meetings of the Board and executive committee are subject to the Tennessee open meetings law.
9. FUNDING. It is agreed that the activities of the Cumberland County Joint Economic Development Board shall be funded by grants or by equal funding as outlined by the State in TCA 6-58-114(g). Donation of Funds. A joint economic and community development board is authorized to transfer or donate funds that it has received from participating governments and outside sources to other public or non-profit entities within the county to be used for economic or industrial development purposes in accordance with T.C.A. § 6-58-114. Grants awarded to the JECDB will be received by the Cumberland County Finance Department and distributed to the approved recipient(s) as specified in writing by the JECDB.
10. RULES OF ORDER. All business shall be transacted in accordance with the latest edition of *Roberts Rules of Order*.
11. AMENDMENTS. This agreement may be amended by the adoption of any such amendment(s) by the governing bodies of the parties to this agreement.
12. OTHER AGREEMENTS. Nothing contained in this agreement shall prohibit or restrict any of the parties hereto from entering into other interlocal agreements as provided by law.
13. EFFECTIVE DATE. This agreement shall become effective upon its approval by the Board of Commissioners of Cumberland County, Tennessee, and the governing bodies of each of the participating municipalities. This agreement shall be in full force and effect between the parties upon its execution by the respective authorized officials of each of the governmental entities.
14. REPRESENTATIVE OF AUTHORIZATION. The participating governments evidence their approval by the signatures below of the authorized representatives of such participating governments. By such signatures, each officer executing the agreement represents and each participating government represents to the other participating governments that this agreement has been duly and lawfully approved by the participating government they represent.
15. FURTHER AGREEMENTS. It is anticipated that this agreement may require modification. Any such modifications shall be in writing and shall be approved by each party to the agreement.

James C. Graham
 Kim Whelan
 Alex Harshbarger
 Madara Hill


 W. J. Chapman
 B. Campbell

Letitia Hall
 Allen Just
 Rebecca Stone