

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 governments 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 governments; 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 communications relative to economic and community development between and among governmental 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 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 Executive and the Mayor of each municipality in the County and the members of the Cumberland County Growth Policy Coordinating Committee. The proposed change: The Board shall consist of the County Executive, the Mayor of each municipality in the County, (1) one City of Crossville City Councilmember, the City of Crossville City Manager, (3) three Cumberland County Commissioners, (3) three representatives selected by the Chamber of Commerce, (1) one representative of the largest utility in the county, (1) one representative of agriculture and (1) representative from the private sector selected by the other non-executive committee members of the Joint Economic Development Board.
5. **TERMS OF OFFICE.** The terms of office for elected officials shall coincide with the terms of office for their elected positions. Other Board members shall be appointed such that one-half of the remaining members shall serve two-year terms and the remaining one-half for four-year terms. After the initial Board terms, all Board appointments shall be for four-year terms.
6. **OFFICERS.** Following the appointment of all Board members, a chair, vice-chair, and secretary-treasurer shall be elected by the membership. The officers shall serve as members

3/17/83

63

of the executive committee. The chair shall call regular and special 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. 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 receive and expend all monies, in accordance with appropriations approved by the Board. All checks disbursing funds are to be signed by the secretary/treasurer and co-signed by the chairman. All officers are to be bonded in an amount to equal or exceed the largest single estimated expenditure of funds, in accordance with state law.

7. **EXECUTIVE COMMITTEE.** There shall be a seven member executive committee which shall be composed of members of the joint economic board selected by the entire Board, but shall, at a minimum, include the County Executive and the Mayors of the larger municipalities in the county. The executive committee shall have all of the power 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 eight (8) times each year. Minutes of all meetings of the Board and executive committee shall be documented by Minutes kept and certification of attendance. 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 jointly funded by all participating governments. The formula for determining the amount of funds due from each participating government shall be determined by adding the population of the entire county as established by the last federal decennial census to the populations of each city or town as determined by the last federal decennial census, or special census as provided for in Tennessee Code Annotated §6-5-114, and then determining the percentage that the population of each governmental entity bears to the total amount.
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 modification shall be in writing and shall be approved by each party to the Agreement.