

STATE OF TENNESSEE  
COUNTY OF CUMBERLAND  
CITY OF CROSSVILLE  
CUMBERLAND COUNTY E-911 BOARD

**INTERGOVERNMENTAL COOPERATION  
AGREEMENT  
FOR  
EMERGENCY COMMUNICATIONS**

***PARTIES***

This Intergovernmental Cooperation Agreement for Emergency Communications ("the Agreement") is entered into by and between and among the County of Cumberland ("the County"), a political subdivision of the State of Tennessee, the City of Crossville ("the City"), a political subdivision and a chartered municipality of the State of Tennessee, and the Cumberland County Emergency Communications District ("the District"), a municipality and public corporation created and established in accordance with the provisions of the Emergency Communications District Law ("the Law"), Tennessee Code Annotated, Section 7-86-101, et sequitur, the jurisdiction of which District includes the entire County.

***REFERENCES***

The County acts by and through the County Board of Commissioners ("the Commission"). References to the County or the Commission shall be synonymous and given the same meaning. The City acts by and through its City Council ("the Council"). References to the City and Council shall be synonymous and given the same meaning. The District acts by and through the Board of Directors ("the Board"). References to the District and Board shall be synonymous and given the same meaning.

*LAW*

The parties enter into the Agreement based upon the Law, their corporate and statutory powers, including, but not limited to, the provisions of the Intergovernmental Agreement Act, T.C.A. Section 5-1-113, et sequitur, and the Interlocal Cooperation Act, T.C.A. Section 12-9-101, et sequitur.

*PREMISES*

Whereas, the District was established for the purpose of providing a system of emergency telephone communications whereby a telephone user could dial the digits "9-1-1," whenever emergency assistance was required, and be electronically and immediately connected to a Public Safety Answering Point ("the PSAP"), or dispatching location, so that emergency services might be secured, the dispatch and delivery of which would be facilitated by computerized system enhancements ("E-911") thereby saving lives, protecting property and leading to the swifter apprehension of criminals; and,

Whereas, The Board is desirous of providing equipment and certain fees to increase the speed and enhance the over all usage and efficiency of the PSAP; and,

Whereas, the costs of the development of the E-911 system, (including the acquisition of equipment and housing), has been completely paid by the District at a cost in excess of 1,000,000 (One Million) Dollars, and, additionally, all equipment use charges and maintenance expenses have been and in the future will be paid by the District; and,

Whereas, the County and the City have endorsed the concept of shared communications; and,

Whereas, it is deemed in the best interest of all citizens of the County, all citizens of the City, and the best interest of the Board to implement a joint and shared system of communications, including operation of E-911;

NOW, THEREFORE, BASED UPON THESE PREMISES, THE PARTIES AGREE AS FOLLOWS:

### **SECTION 1. COMMUNICATIONS CENTER**

The parties agree to establish an Emergency Communications Center (“the Center”), although nothing herein shall prevent or prohibit any party from maintaining separate non-emergency communications systems. All emergency 9-1-1 telephone calls that originate in the District, whether from landline, wireless device, or other telephonic technologies, shall be directed to the Center. The Center shall be at the Crossville/Cumberland County Emergency Communications Center (“The ECC”), or as may be otherwise determined, from time to time, in accordance with the Law or the wishes of the parties.

In addition to the 9-1-1/Dispatch Office, the ECC will house the Cumberland County 9-1-1 Addressing, 9-1-1 Director, Communications Director, and Crossville/Cumberland County Emergency Management Offices. For purposes of this document, “The Center” shall specifically refer to the 9-1-1/Dispatch Environment, unless specified otherwise.

### **SECTION 2. GOVERNANCE OF THE CENTER**

A. The parties hereby establish a Central Communications Committee (“the CCC”) and vest the CCC with full responsibility, to the extent permitted by law and within the

terms of the Agreement, for governance of the Center and its employees. The CCC will have full authority over all operational aspects of the Center.

B. The CCC shall be composed of nine (9) persons, as follows:

1. The Cumberland County Mayor.
2. The Mayor of the City of Crossville, or such person as the Mayor may designate from time to time;
3. The Sheriff of Cumberland County.
4. The duly appointed 9-1-1 Emergency Communications Director;
5. The duly appointed Cumberland County Emergency Medical Services Director;
6. The duly appointed Cumberland County Fire Chief;
7. The duly appointed City of Crossville Fire Chief;
8. The duly appointed City of Crossville Chief of Police;
9. The duly appointed Crossville/Cumberland County Emergency Management Director.

The CCC may, at their discretion, add additional ad-hoc (non-voting) members to the committee, by a majority vote. Any addition of voting members will require a new agreement (or amendment) approved by all participating entities.

C. The designee of the City of Crossville Mayor shall serve at the pleasure of the Mayor of the City of Crossville. The Cumberland County Mayor and Cumberland County Sheriff and the remaining members shall be members for so long as they hold their respective offices.

D. The County Mayor shall serve as Chairman of the CCC, and shall exercise such powers and responsibilities as may be vested in the position by the CCC. The Crossville Mayor or his designee shall serve as Vice-Chairman and preside at meetings in the

absence of the Chairman. The CCC may establish other officer positions, as necessary, and define the duties thereof.

E. The CCC shall not be authorized to make any decision which adopts policies, including rules of procedure, approve the hiring of any personnel, expends any funds, or makes any financial commitments unless budget funds have been approved by the funding entities.

F. The CCC may vest managerial authority in a Communications Director of their choosing. This person shall have the authority to hire/fire personnel, establish procedures and protocols within the Center, recommend budgets, and schedule personnel to meet the Center's requirements. The Communications Director shall be hired or removed by a majority vote of the membership of the CCC.

G. All meetings of the CCC shall be held in conformance with the Tennessee Open Meeting Act, T.C.A Section 8-44-101, et sequitur.

H. The CCC shall abide by the Code of Ethics as established by the County of Cumberland through the Tennessee County Technical Assistance Service (CTAS).

I. The District is hereby granted the right, authority, and power, at its discretion, to evaluate the need for the CCC and report its recommendations to the County and City.

### **SECTION 3. CENTER OPERATIONS**

The CCC will adequately staff the Center and conduct all operations with competently trained personnel twenty-four (24) hours per day, seven (7) days per week, consistent with requirements of law and applicable regulations, including tariff provisions of the Tennessee Public Service Commission, on the condition that the parties hereto, and any other Participating Entity, as defined herein, fulfill all obligations and requirements of the Agreement.

#### **SECTION 4. PARTICIPATING ENTITIES**

- A. A Participating Entity ("PE") means a party to this Agreement.
- B. Any City in the County, presently existing, or hereafter created, may become a PE by action of its governing body accepting this Agreement, and by payment of its Funding Share in accordance with the terms hereof.
- C. No PE may withdraw from participation in the Agreement unless it provides written advance notice of said withdrawal to the other members before the first day of the calendar year. The effective date of withdrawal shall be the end of the fiscal year. Withdrawal shall not limit or terminate PE obligations for payment of the Funding Share until the effective date, nor effect the provisions of the Agreement regarding liability and indemnification.

#### **SECTION 5. NON-PARTICIPATING ENTITIES**

If any of the named parties withdraws from the Agreement, that party will be solely responsible for all costs and charges associated with the operation of a separate PSAP, and neither the District nor other PEs shall have any obligation thereof.

#### **SECTION 6. FUNDING**

A. Budget Preparation

The CCC shall annually prepare a proposed operating budget, and submit a copy thereof to each Participating Entity on or before April 1<sup>st</sup> of each year, reflecting anticipated funding requirements for the succeeding fiscal year, commencing July 1 and ending June 30 of the following year.

B. Budget Adoption

(1) Each PE agrees to pay to the County its Funding Share, as defined herein, in monthly installments, based upon actual costs incurred during that quarter. The first of which is payable on or before October 1. The Funding Share of the District is restricted to items that are authorized under the Tennessee Emergency Communications Board Standards for 911 Revenue, as may be amended from time to time by the Tennessee Emergency Communications Board ("TECB") pursuant to the authority of T.C.A. 7-86-301, and following sections within Chapter 86 of Title 7.

(2) A budget shall be deemed to be approved when accepted by the County, City and the District. Any participating entity reserves the right to disapprove any proposed budget which exceeds a cap set by their governing body.

(3) Each PE specifically agrees to make every effort to review and take at least preliminary action to approve or reject the proposed budget on or before July 1<sup>st</sup> of each year.

(a) If the County, the City, or the District shall reject the proposed budget, then the CCC shall submit a revised budget to all PE's.

(b) Each PE specifically agrees to review and take action to approve or reject the revised budget within thirty (30) days of receipt.

(c) The revision process may continue as outlined above until a budget is approved. The previously approved budget shall remain in effect until a new budget is approved.

(4) The failure of any PE to act upon a proposed budget before July 1<sup>st</sup> shall not be a cause for termination of the Agreement.

C. Funding Share

(1) The term "Funding Share" shall mean the amount of money required to be paid to the CCC by a participating Entity each year in accordance with the payment schedule above.

(2) Fiscal Year: The funding shares set out herein shall be final for all PEs. Any variance from the described policy will require a new agreement.

(3) The funding share of the County is hereby determined to be Thirty-three and one-third (33-1/3%) percent. The funding share of the City is hereby determined to be Thirty-three and one-third (33-1/3%) percent. The District's funding share is hereby determined to be Thirty-three and one-third (33-1/3%) percent; provided, however, that the District will not be responsible for any items not authorized by Tennessee Emergency Communications Board Standards for 911 Revenue, as may be amended from time to time by the TECB.

D. Facilities and Equipment

(1) Facilities; Duration of Placement

(a) The Center is currently located at the Crossville/Cumberland County Emergency Communications Center ("ECC"), 42 Southbend Drive, Crossville, Tennessee 38555. Ownership, occupancy, maintenance, and operation of the ECC will be the sole responsibility of the District. Occupancy by the Center shall remain at this location, unless agreed upon by all participating entities.

(2) Equipment

(a) So long as the Center is located at the ECC, the District agrees to allow the CCC exclusive control, custody, and utilization of all equipment currently utilized for radio communications at the Center at no cost.

(b) If the CCC utilizes County-owned equipment that is not being currently utilized for radio communications at the Center, the CCC shall pay the County a



fair rental therefor, or may purchase same from the County at then-current, fair market value, the cost of which shall be a budget item.

(c) Any PE may request the CCC to obtain an independent appraisal to determine the rate of rental charged by the County for the purpose of establishing the fair rental of said equipment. The cost of said appraisal shall be paid by the CCC and shall be included in its operating budget.

(3) Utilities and Maintenance

The District will be responsible for paying all utility expenses. The District will maintain all E-911 PSAP equipment at its own expense, and pay all costs of the E-911 service, as authorized by Tennessee Emergency Communications Board Standards for 911 Revenue, as may be amended from time to time by the TECB.

(4) Security

(a) So long as the Center is located within the ECC, the CCC agrees to abide by and observe all security rules and regulations of the District.

(b) No person otherwise authorized to enter the Center shall have any right to enter any other secured City or County facility without previous approval of the owning agency.

(c) The District agrees to allow access to the Center only in accordance with rules and regulations of the CCC relating thereto, except when otherwise required by the District for facility maintenance and security.

**SECTION 7. EMPLOYEE BENEFITS AND FINANCIAL SUPPORT SERVICES**

A. For the purpose of efficiently providing benefits to CCC employees, such as health insurance, pension and other benefits, all employees of the CCC shall be entitled to all benefits routinely provided to all other County employees.

B. The County agrees to provide payroll, accounting, purchasing and other financial support services, and further to make payments to vendors, contractors, consultants or any others as the CCC may properly authorize, from time to time, so long as the funds therefor are within the CCC's approved budget and available to the County, to the extent permitted by law.

C. Nothing herein shall entitle any person employed by the CCC any level of insurance, pension or other fringe benefits beyond or different from that which is generally and routinely provided by the County in accordance with general policies established by the County.

#### **SECTION 8. LIABILITY PROTECTION**

- A. The CCC shall hold harmless, defend, and indemnify the District, the Board, and any employees and retained consultants ("Protected Parties").
- B. The CCC shall obtain and maintain liability insurance in amounts and coverage equal to or greater than the limits of the Tennessee Government Tort Liability Act ("TGTLA"), subject to the availability and reasonableness of such insurance, for claims that may be based upon state law. The CCC shall also obtain insurance to cover potential liability under federal laws in an amount not less than \$1,000,000 per occurrence.
- C. The Protected Parties shall specifically be named as additional insureds on all policies.
- D. Premiums related to insurance shall be included within the budget of the CCC and shall be subject to each PE's Funding Share, without exception.

E. In lieu of the CCC obtaining such insurance, the County may extend equivalent insurance coverage to the Protected Parties, and any additional premium cost to the County shall be reimbursed by the CCC and shall be included as a budget item.

#### **SECTION 9. NON-DISCRIMINATION**

The CCC shall not illegally discriminate in any manner, and will observe all laws, specifically including those relating to employment, so that no person, otherwise qualified, is denied an opportunity to be considered for employment on the basis of race, national origin, creed, sex or disability condition.

#### **SECTION 10. SEVERABILITY**

If any Court of competent jurisdiction should declare any part of the Agreement void, illegal or otherwise ineffective, such provisions shall be severed herefrom and the Agreement shall otherwise remain in effect according to its remaining terms and provisions, unless the severed portion is so material as to substantially alter the balance of interests expressed in the Agreement, in which event the Agreement shall fail and be of no effect, excepting the provisions hereof regarding Liability Protection, supra, which shall not be effected unless specifically declared void by court order.

#### **SECTION 11. CERTIFICATION BY BOARD**

The Board will make every effort to ensure the equipment it has provided to the PSAP hereunder is in good operating condition, is fully standard, functional and complies with all Federal, State, and Local regulations, and laws and requirements relating to emergency communications equipment.

**SECTION 12. AMENDMENTS**

The Agreement may not be altered revised, modified or amended unless in writing and approved by all Participating Entities.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR THE CITY OF CROSSVILLE

FOR THE COUNTY OF CUMBERLAND

ATTEST:

ATTEST:

*Sally Oglesby*

*Jule Byson*

FOR THE DISTRICT:

*Everett L. Bohin, Jr.*

ATTEST:

*C. Lyfocce*