

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

2019 COMMUNICATIONS FUNDING AGREEMENT

*Parties*

This 2019 Intergovernmental Communications Funding Agreement ("the 2019 Agreement") is between and among the Cumberland County Emergency Communications District ("the District"), a public corporation created pursuant to the Emergency Communications District Act (T.C.A. 7-86-101, Cumberland County ("the County"), a political subdivision of the State of Tennessee, and the City of Crossville ("the City"), a political subdivision and a chartered municipality of the State of Tennessee collectively "the Parties."

*Law*

The Parties enter into the 2019 Agreement based upon their statutory and corporate powers, including, but not limited to, the Intergovernmental Agreement Act (T.C.A. 5-1-113), the Interlocal Cooperation Act (T.C.A. 12-9-101), and the ECD Law at T.C.A. 7-86-105 (b)(7).

*Purpose*

The Parties enter into the 2019 Agreement for two primary reasons: to create an agreement that replaces the Intergovernmental Cooperation Agreement For Emergency Communications as found in Book Number 45 of the Quarterly Minute Book for Cumberland County and to create an agreement that places the authority, supervision and control of all 911 communication activities inside the Cumberland County Emergency Communication District with the Board of Directors of the District.

NOW, THEREFORE, BASED UPON THIS PURPOSE, AND UNDER THE AUTHORITY OF THE LAWS CITED, THE PARTIES AGREE AS FOLLOWS:

### Section 1. Primary Agreement

The 2019 Agreement replaces the Intergovernmental Cooperation Agreement For Emergency Communications (“The CCC Agreement”) as found in Book Number 45 of the Quarterly Minute Book for Cumberland County, which shall have no further legal effect.

### Section 2. Composition of Board

Pursuant to Tennessee Code Annotated §7-86-105(b)(1) The District shall remain governed by a Board of Directors ("the Board") composed of nine (9) members appointed by the County Mayor and subject to confirmation by the Cumberland County Commission.

### Section 3. District Responsibilities

The CCC Agreement, to which this replaces, established an Emergency Communications Center (“The Center”) that has been operating out of the Crossville/Cumberland County Emergency Communications Center located at 42 South Bend Drive, Crossville, TN 38555. This location houses the 9-1-1 Dispatch offices, the Cumberland County 9-1-1 Addressing, the 9-1-1 Director, the Communications Director office and the Crossville/Cumberland County Emergency Management Office. All of these operations shall continue to function out of the 42 South Bend Drive location.

Pursuant to this agreement and from the powers vested to it under T.C.A. § 7-86-105(g)and (h), the District shall:

- 1) Continue with its current operation of a Public Safety Answering Point (“PSAP”)/dispatching location and its complete E-9-1-1 system including acting as the fiscal agent for and the management of its current employees and assets; and,
- 2) Employ, supervise, manage and control all employees currently working in 9-1-1 Dispatch, so to effectively take emergency 9-1-1 calls and dispatch and deliver emergency communications to both Cumberland County and the City of Crossville First Responders; and,
- 3) Carry out both 1-2 above in conformance with the rules and regulations of the Tennessee Emergency Communications Board and in line with the standards of care and performance standards as generally acceptable in our geographic region for all medical, police and fire call taking and dispatching.
- 4) The District will be the fiscal agent for the 9-1-1 Dispatch Employees, handling all payroll, benefits and the investments needed for all employees to participate in the Tennessee Consolidated Retirement System.
- 5) The District, as the employer, will be responsible for the human resource and management decisions for all of the 9-1-1 Dispatch employees, including training, hiring, discharge and discipline.

#### Section 4. District Policies

The District has full authority to adopt policies, from time to time, including, but not limited to the following:

- Personnel Policies pertaining to all employees as discussed in Section 3 above.
- Employee/labor costs so as to maximize available budgets.
- Staffing decisions.

#### Section 5 Funding by Parties

- A. The County shall pay \$550,000.00 for each fiscal year beginning July 1 for the next two (2) fiscal years (being the two (2) year term of this agreement).

The City of Crossville shall pay \$550,000.00 for each fiscal year beginning July 1 for the next two (2) fiscal years (being the two (2) year term of this agreement).

B. For each fiscal year that begins on July 1, each \$550,000.00 due shall be made payable to the District in 4 quarterly payments said payments being due on or before the 1st day of August, November, February, and May.

C. In the event the District's funding from 911 base fees or other sources varies by 10% or more during the term of this two (2) year agreement, any party, upon 30 day written notice, may demand a formal meeting of the three parties. At said formal meeting, the three parties shall negotiate in good faith a funding rate payable by the County and the City of Crossville. In the event no agreement is made, either the County or the City of Crossville may give 180 days written notice that said party is withdrawing and shall be allowed to withdraw following the directives set out in Sections 8 and 9 below.

## Section 6. Term and Renewal

The 2019 Agreement shall be effective from the date of approval by all Parties, for a term ending June 30, 2021. The 2019 Agreement shall thereafter automatically renew for additional terms of two (2) years, unless a party shall withdraw in accord with the terms hereof.

## Section 7. Withdrawal

Any party may withdraw from the 2019 Agreement by providing written notice to each of the other parties no less than 180 days prior to the end of the current term, when the withdrawal shall be effective. Withdrawal by the District, the County, or the City of Crossville, shall terminate the 2019 Agreement.

## Section 8. Mediation and/or Judicial Relief

In the event that any party provides notice of withdrawal, all parties agree to meet within thirty (30) days of the notice, and jointly develop plans for the continuity of dispatching 911 calls and other emergency communications. If the parties cannot agree on such a plan, they may seek to informally mediate any disagreements. Any party that does not seek to participate in mediation, may seek relief in The Chancery Court of Cumberland County, Tennessee.

## Section 9. Continuity of Service

All parties agree to continue funding and operations so long as necessary to avoid any interruption of the life-saving dispatching of 911 calls and emergency communications, while participating in mediation to minimize inconvenience to those seeking emergency assistance, and to support the emergency service agencies that provide assistance to those in need.

## Section 10. Indemnification and Hold Harmless

- A. The District agrees to defend, hold harmless, and completely indemnify the County, The City of Crossville, each member thereof, all employees, agents, and consultants ("the Protected Parties"), from and against any liability for claims and causes of action based upon the Constitution and laws of the State of Tennessee or United States. This defend and hold harmless provision applies to any claims of any amount including those in excess of the limits of the Tennessee Governmental Tort Liability Act ("the TGTLA") (T. C.A. 29-20-101, and following), as same may be amended, from time to time.
- B. The protection afforded the Protected Parties by the District is not intended, and may not be construed, as insurance, nor as a waiver of any immunities and limitations of liability as may elsewhere exist.

## Section 11. Insurance & Limitation of Protection

The District shall obtain and maintain liability insurance in amounts and coverage equal to or greater than the limits of the Tennessee Governmental Tort Liability Act (“TGTLA”), as same may be amended, from time to time, for claims that may be based upon state law. The district shall also obtain insurance to cover potential liability under federal laws in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. As the employer, the District shall maintain workers compensation and such other insurance as may be required to employ this number of personnel in the State of Tennessee. The City and the County shall be specifically named as additional insured on all policies.

## Section 12. Compliance with Applicable Laws

The District shall comply with all applicable local, state and federal laws governing its actions and shall hold the Protected Parties harmless and defend and indemnify said Protected Parties against any liability that may come from the District’s failure to comply with said laws.

## Section 13. Severability

If any court of competent jurisdiction should declare any part of the 2019 Agreement void, or otherwise ineffective, such provision(s) shall be severed, and the 2019 Agreement shall otherwise remain in effect according to the remaining terms, unless the severed portion is so material as to substantially alter the balance of interests expressed in the 2019 Agreement, in which latter event, the 2019 Agreement shall fail entirely and be of no further effect, excepting the provisions hereof regarding Indemnification and Hold Harmless, which shall not be affected.

Section 14. Amendment

The 2019 Agreement may only be amended in writing, subject to approval by the governing bodies of the District, County, and City of Crossville.

Section 15. Effective Date

The 2019 Agreement shall be effective according to the terms herein, upon signing by all Parties.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

FOR THE DISTRICT:

FOR CUMBERLAND COUNTY, TN:

\_\_\_\_\_

By: \_\_\_\_\_

Mayor Allen Foster

ATTEST:

ATTEST:

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FOR THE CITY OF CROSSVILLE, TN:

By: \_\_\_\_\_

Mayor James Mayberry

ATTEST:

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