

AGREEMENT

This agreement made and entered into on this the 1st day of July, 1999 by and between Blount County, a political subdivision of the State of Tennessee, City of Maryville, a municipal corporation located in Blount County, Tennessee, and City of Alcoa, a municipal corporation located in Blount County, Tennessee.

WITNESSETH:

THAT WHEREAS, the above named parties desire to establish a joint Emergency Communications District for the purpose of answering, processing and directly dispatching emergency calls for all three governmental entities; and

WHEREAS, it is desirable that a common District be established for the benefit of the citizens of the three governmental entities; and

WHEREAS, the most practical and cost-effective method to establish such a District is through a joint and cooperative effort of the three governmental entities; and

WHEREAS, the parties hereto desire to enter into an intergovernmental local cooperative agreement in accordance with Tennessee Code Annotated Section 5-1-113, et seq., and Tennessee Code Annotated Section 12-9-101, et seq for the purpose of exercising all of the authority of the parties to this Agreement with respect to the establishment and operation of an Emergency Communications District/Communications Center for all three governmental entities; and

WHEREAS, at present the Communications Center is governed by a three-person Board and the Emergency Communications District is governed by a separate Board and, Whereas, it is desirable to consolidate the authority and operations of the two boards into one; NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is agreed between the parties hereto as follows:

1. **NAME.** There is hereby established the Blount County Emergency Communications District Board of Directors.
2. **PURPOSE.** The purpose of the Blount County Emergency Communications District Board of Directors, hereby established, is to replace the existing BCECD Board of Directors and method of appointment and the Communications Center Board and method of appointment, to exercise all of the rights and privileges conferred or possessed by the parties hereto to operate an Emergency Communications District and Communications Center.
3. **JURISDICTION.** The Blount County Emergency Communications District will have exclusive jurisdiction to exercise all rights, authority and obligation of the parties hereto with respect to the operation of an Emergency Communications District in Blount County, Tennessee.
4. **COMPOSITION.** The Blount County Emergency Communications District Board of Directors will be composed of nine members. Four members as appointed by the County Legislative Body of Blount County, Tennessee, two as appointed by the City Council of the City of Maryville, two as appointed by the Board of Commissioners of the City of Alcoa and one as unanimously agreed upon by all locally appointed Board Members. At least one of the appointees from each agency will be the Chief Law Enforcement Officer of that governmental agency or that person's designee. Each member will be appointed to four year terms and will serve until the end

of their term and until their successor is duly appointed, unless removed by a majority vote of their electing authority, or moves from the jurisdiction or employment of their appointing authority.

5. QUALIFICATION OF MEMBERS. Each member of the Blount County Emergency Communications District Board of Directors will be at least twenty-one (21) years of age and a citizen of the United States. The members appointed by the Cities of Maryville and Alcoa will be a resident or employee of the City which they represent. The members appointed by Blount County will be a resident or employee of the County. The ninth member unanimously agreed upon by the Board Members will be a resident of Blount County to include any city therein.

6. POWERS. There is hereby granted to the Blount County Emergency Communications District Board of Directors all power vested in the parties to this agreement to operate a communications center under the laws of the State of Tennessee and this agreement.

The Blount County Emergency Communications District will have the following powers:

- a. to sue and be sued;
- b. to employ such personnel as necessary to efficiently and effectively perform the duties imposed upon it by this agreement;
- c. to employ such consultants, auditors, attorneys and other professionals as may be necessary to carry out its responsibilities;
- d. to establish such rules and regulations to the conduct of its business as it deems necessary;
- e. to organize itself in such manner as it will determine, electing such officers as it in its judgement will deem appropriate to carry out the purposes for which it has been organized; and
- f. to annually adopt a budget, both operating and capital, for the proper and necessary costs of the operation of the District and to keep such records of all transactions, including, but not limited to receipts and expenditure of all funds by the District.

7. EXISTING FACILITIES. The parties hereto, by the execution of this Agreement, do hereby transfer to the District all their right, title, interest, real estate, claim and demand in and to all furniture, fixtures and equipment, supplies and records of the Communications Center presently being operated by the Blount County Communications Committee and which was formerly operated by all three government entities in a cooperative manner.

8. FUNDING. The Blount County Emergency Communications District Board of Directors will annually approve both operating and capital budgets to include a reserve fund for emergency operating purchases and future capital projects from telephone revenues. The Blount County Emergency Communications District Board of Directors reserve the right to designate 20 percent of telephone revenues for communications equipment upgrades. This money will remain in savings until such time the board deems an equipment upgrade is necessary. The remaining 80 percent of telephone revenues will go toward the funding of the annual budget. The remaining funding requirements of the District will be appropriated by each governmental entity at the time of the adoption of its annual budget in the following proportions:

Blount County	49%
City of Maryville	24%
City of Alcoa	24%

Smaller governmental entities using the communications centers' services will be charged a users' fee, rather than an appropriated percentage of the governmental share of the annual budget. This fee will be one percent of the annual budget, and the board reserves the right to amend the

amount of this users' fee upon board approval due to increased calls for service for a particular entity, or any other circumstance that may increase that entity's use of the communications center's service. The Board will use all means allowed by law to collect revenues authorized. Any signatory to this agreement who fails to provide the required funding without first meeting the stated requirements for termination not be entitled to liquidated assets, direct dispatch services or any claim to financial or property assets of the District. Non signatories to this agreement who provide financial support or contributions for service will not be entitled to direct dispatch services should they stop providing the required financial support nor will they ever be entitled to a share of property or financial assets.

9. **ANNUAL AUDIT.** The District will be audited annually in accordance with State Laws and any party hereto will have a right, at its own expense, to cause to be made a special audit by an independent certified accounting firm of its choice of the books of the District and the District will be obligated to make available to said independent certified accounting firm all of the records of the District.

10. **COMPENSATION.** The members of the Blount County Emergency Communications District will serve without compensation.

11. **DURATION.** This Agreement will continue indefinitely, except that by mutual Agreement of all parties hereto, this Agreement may be sooner terminated.

12. **TERMINATION.** On the termination of this Agreement the District will liquidate all its assets and after payment of all outstanding debts or obligations, will distribute the remaining funds to the parties hereto in the following proportions;

Blount County	50%
City of Maryville	25%
City of Alcoa	25%

All other agreements are hereby repealed, null and void. Governmental entities paying users' fees will not be entitled to a percentage of the remaining funds should this agreement terminate.

13. **AMENDMENTS.** This Agreement may be altered or amended at any time by the unanimous agreement of all parties hereto, which agreement will not become effective until reduced to writing and executed by all of the parties hereto.

14. **EFFECTIVE DATE.** This Agreement will become effective upon its approval by the Legislative Bodies of the Cities of Maryville and Alcoa and the Blount County Commission to include the appropriate signatures but not sooner than July 1, 1999.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in triplicate on the day and date first above written.

Blount County

By: William A. Craig
County Executive

Attest:

[Signature]

County Clerk

City of Maryville

By: AB. Shields
Mayor

Attest:

Deborah P. Caughon
City Recorder

City of Alcoa

By: Donald R. Murry
Mayor

Attest:

Gay E. Perkins
City Recorder