

STATE OF TENNESSEE  
COUNTY OF RHEA

**2002 INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR 9-1-1 EMERGENCY COMMUNICATIONS**

*PARTIES*

This Intergovernmental Cooperation Agreement for Emergency Communications ("the Agreement") is entered into between and among the County of Rhea ("the County"), a political subdivision of the State of Tennessee, the Cities of Dayton, Spring City and Graysville ("the Cities"), political subdivisions and chartered municipalities of the State of Tennessee, and the Rhea 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 (T.C.A.), Section 7-86-101, *et sequitur*, which District includes all of the County.

*REFERENCES*

The County acts by and through the County Board of Commissioners ["the Commission"]. References to the County or the Commission shall be given the same meaning. The Cities act by and through City Councils ["the Councils"]. References to the Cities and Councils shall be given the same meaning. The District acts by and through the Board of Directors ["the Board"]. References to the District and Board shall be 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 5-11-113, *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 are facilitated by enhancements ["E-911"], thereby helping to save lives, protect property and assist law enforcement agencies; and,

WHEREAS, in 1992, the County and the Cities entered into a Communications Agreement ("the 1992 Agreement") with the District for the primary purpose of bringing the E-911 service to all citizens of Rhea County in a professional, effective, and efficient manner, which purpose has been fulfilled most successfully since that time; and,

WHEREAS, the District has built a new Emergency Communications Center ("the Center") and seeks to upgrade equipment so the E-911 service may be improved to meet the needs of the new decade; and,

WHEREAS, it is also necessary to update the agreement among the parties;

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

**Section 1. Previous Agreement Repealed**

The previous 1992 Agreement is hereby repealed and superceded by this agreement, the 2002 Agreement, although it is the intent of the 2002 Agreement to maintain intact the essential relationships among the parties and the financial foundation that supports E-911 in Rhea County.

**Section 2. Sole E-911 Communications Center**

The parties agree to maintain the Center and not operate separate PSAPs, although nothing herein shall prevent or prohibit any party from maintaining separate non-emergency communications systems. Any party that establishes a separate PSAP for E-911 shall be solely financially responsible for that operation, including all telephone company charges, equipment, and other expenses.

**Section 3. Governance**

A. The parties hereby establish a Communications Center Committee ("the CCC") and invest the CCC with full responsibility and authority, to the extent permitted by law and within the terms of the Agreement, for governance of the Center. The CCC will have full authority over all aspects of the Center.

B. The CCC shall be composed of six (6) persons, as follows:

(1). The County Executive, or such person as the Executive may designate, from time to time;

(2). The Chairman of the Commission, or such person as the Chairman may designate, from time to time;

(3). Three (3) persons as may be designated, from time to time, one (1) by each City Council.

(4). One (1) person as may be designated, from time to time, by the Board.

C. The County Executive shall serve as Chairman of the CCC, and shall preside at all meetings of the CCC, appoint members of all committees as may be established, and otherwise exercise such powers and responsibilities as may be vested in the position by the CCC.

D. The vice-Chairman shall be chosen from among the Cities and the position shall be rotated annually. The vice-Chairman shall preside at meetings in the absence of the Chairman or the Chairman's designee.

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

**Section 4. Designees**

A. Any member of the CCC may designate any other person to serve on the CCC in the absence of the ex-officio member. Designees shall have the same rights and authority as possessed by the ex-officio member and may serve until the designation is changed or revoked in the same manner as making a designation

B. The designation must either be in writing or by personal verbal communication with the Chairman of the Board or the 9-1-1 Director ("the Director").

- (1) A written designation must be signed by the CCC member.
- (2) A verbal designation must be made to the Chairman or the Director.
- (3) Designations shall be reported to the CCC by the Chairman and entered into the official records of the CCC at the beginning of the first meeting at which the designee is eligible to serve.

**Section 5. Limitations**

The CCC shall not be authorized to make any decision which adopts policies, including rules of procedure, approves the hiring of any personnel, expends any funds, or makes any financial commitments unless budget funds have been approved therefor, and without three (3) approving votes of the CCC, one (1) of which shall include the County Executive or the Chairman.

**Section 6. All Meetings Open**

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

**Section 7. CCC Membership**

The County and any municipality in Rhea County may become a member of the CC by action of its governing body approving the Agreement.

**Section 8. Center Operations**

The CCC will provide for the adequate staffing of the Center and, through the Director, conduct all operations with competently-trained and certified personnel, twenty-four (24) hours per day, seven (7) days per week, consistent with requirements of law and applicable regulations, including, specifically, the Revenue Standards and other regulations of the Tennessee Emergency Communications Board ("ECB"), and applicable tariff provisions of the Tennessee Regulatory Authority ("TRA").

**Section 9. Policies**

A. All policies previously adopted shall remain in full force and effect until changed by the Board.

B. These policies specifically include those relating to employee health insurance,

pension, and other benefits, which shall be equal to those provided employees of the County.

C. Nothing herein shall entitle any person employed by the CCC to any level of insurance, pension, or other benefits.

**Section 10. Funding.**

*A. Budget Preparation.*

The CCC shall annually prepare a proposed operating budget, and submit a copy thereof to the Board and each all CCC members on or before May 1 of each year, reflecting anticipated funding requirements for the succeeding fiscal year, commencing July 1.

*B. Budget Adoption.*

(1). Each CCC member agrees to pay its Funding Share, as defined herein, in advance quarterly installments, the first of which is payable on or before September 1, following budget approval.

(2). A budget shall be deemed to be approved when accepted by the County.

(3). The County agrees to review and take action to approve or reject the proposed budget on or before July 1st of each year and immediately inform all other members of its action.

(a). If the County shall reject the proposed budget, then the CCC shall submit a revised budget to the County.

(b). 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 the County to act upon a proposed budget before July 1st shall not be a cause for termination of the Agreement.

*C. Funding Shares.*

(1). The term "Funding Share" shall mean the amount of money required to be paid to the CCC by a member each year, as determined by the total amount of the approved budget and in accordance with the payment schedule above.

(2). The Funding Share of the Cities shall be the percentage of the population of each City to the total county population, based upon the most current United States Census, when such percentage is applied to the approved budget.

(3). The Funding Share of the County shall be the net amount of the approved budget after deducting the Cities share and the contributions, if any, of the District.

(4). The Funding Share of the District shall be \$35,000 annually, subject to the availability of funds after providing for the payment of PSAP equipment,



telephone company ("Service Supplier") line charges authorized by the TRA for E-911 service, District operations, and adequate reserves.

(a). No funds of the District may be provided except in accordance with the Law and Revenue Standards of the ECB.

(b). Any additional amount provided to the CCC shall be only for genuine cost recovery and consistent with ECB requirements.

**Section 11. Facilities, Equipment, Utilities, Maintenance, Security**

**A. *Facilities***

The Center shall be located in a building owned by the District on County property leased to the District and made available to the CCC for 9-1-1 and other public communications, which is adjacent to the Rhea County Emergency Operations Center ("EOC") in Evensville.

**B. *Equipment***

The CCC shall have full control and ownership of all equipment at the Center and shall have the right to use authorized frequencies, subject to approval of the Federal Communications Commission, if required.

**C. *Utilities and Maintenance***

(1). The CCC will be responsible for paying utility expenses at the Center. This does not include the area occupied by the Rhea County Emergency Management Agency at the EOC.

(2). The District will maintain all E-911 PSAP equipment at its own expense, and pay all costs of the E-911 service.

**D. Security**

No person shall have any right to enter into any areas of the Center without express approval from authorized representatives of the CCC, the Board, or the Director, except when required by the County for EOC maintenance and security.

**Section 12. 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, and to the extent allowed by law, all employees of the CCC shall continue to be deemed to be County employees and shall be entitled to all benefits generally provided to other county employees.
  
- B. The County agrees to provide payroll, accounting, purchasing and other financial support services, if requested by the CCC, and make payments to vendors, contractors, consultants or any others as the CCC may authorize, from time to time, so long as the funds therefor are within the approved budget and available to the County, to the extent permitted by law.
  
- C. Nothing herein shall entitle any person employed by the CCC to any level of insurance, pension or other fringe benefits beyond or different from that which is provided by the County in accordance with policies established by the County.

**Section 13. Withdrawal**

- A. Any party may withdraw from the Agreement by providing written notice to each of the other parties and to the ECB no less than 180 days prior to the end of the term, at which date the withdrawal shall be effective.
- B. Withdrawal by the County shall terminate the Agreement.

**Section 14. Termination**

- A. In the event that the County provides notice of withdrawal, all parties agree to meet with the ECB within thirty (30) days of the notice and jointly develop plans for the continuity of 9-1-1 service in Rhea County and, if necessary, the equitable distribution of assets.
- B. In the event the parties cannot agree on such plans, they may request the ECB to undertake binding arbitration to resolve any disagreements.
- C. If the ECB refuses to arbitrate, or if a party does not desire to have the matter arbitrated, then the party may seek a Declaratory Judgment in Chancery Court sitting in Rhea County.
- D. All parties agree to maintain current operations so long as necessary to avoid any interruption of 9-1-1 service and to minimize inconvenience to the citizens of Rhea County.
- E. Withdrawal by any party shall not limit or terminate obligations for payment of

the Funding Share until the effective date of the withdrawal, nor effect the provisions of the Agreement regarding liability and indemnification.

**Section 15. Liability and Indemnification.**

A. The Parties agree to hold harmless and completely indemnify the CCC and each member thereof, as well as the District and the Board, including CCC and District employees, agents and advisors ("the Protected Parties") from and against any liability for any cause of action initiated as a result of CCC management of the Center, or District actions taken pursuant to the Law or this Agreement, or in regard to services rendered as a District, and to fully and completely indemnify the Protected Parties from any judgment, loss or claim, including settlements thereof, based upon any occurrence or omission during the term of the Agreement.

B. The protection of this Section is intended to be comprehensive and without exception, limited only by the terms of the Agreement, and the Tennessee Governmental Tort Liability Act, codified as Tennessee Code Annotated, Section 29-20-101, *et sequitur*, as same may be amended from time to time ["the TGTLA"]; provided, however, that the limits of the TGTLA shall not effect or

limit the indemnification promises set forth herein as to claims and causes of action based upon the Constitution and laws of the United States.

- A. The CCC may obtain and maintain liability insurance in amounts and coverage equal to or greater than the limits of the TGTLA, subject to the availability and reasonableness of such insurance. Premiums related thereto shall be included within the budget of the CCC and shall be subject to the Funding Share, without exception. In lieu of the CCC obtaining such insurance, the County may extend equivalent insurance coverage to the Protected Parties, and any additional premium cost thereof shall be reimbursed by the CCC and shall be included as a budget item.
  
- B. The protection afforded the Protected Parties by the Participating Entities is not intended to be insurance and may not be construed as insurance, nor as any waiver of immunities and limitations of liability that may elsewhere exist, specifically including the provisions of T.C.A. Section 29-20-108.

**Section 16. 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.

**Section 17. Severability.**

If any court of competent jurisdiction should declare any part of the Agreement void, illegal or otherwise ineffective, such provision(s) shall be severed 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 and Indemnification, *supra*, which shall not be effected unless specifically declared void by court order.


**Section 18. Amendment.**

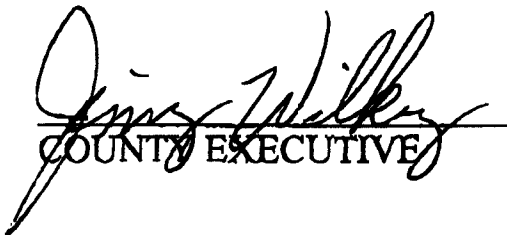
The Agreement may not be altered, revised, modified or amended unless in writing and approved by all Parties.

SIGNED THIS 16 DAY OF May, 2002.

FOR THE CITY OF DAYTON:

FOR THE COUNTY:

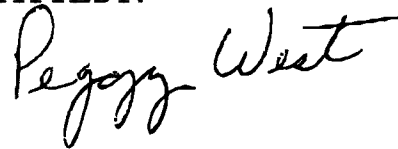
  
MAYOR

  
COUNTY EXECUTIVE

ATTEST:

ATTEST:





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FOR THE CITY OF SPRING CITY :

FOR THE CITY OF GRAYSVILLE:

Howard R. Gilheis  
MAYOR

Charles E. Kayser  
MAYOR

ATTEST:

ATTEST:

Brenda K. Loken

Ron Trank

FOR THE DISTRICT:

ATTEST:

Carl "Bo" Kayser

Nancy Ann Field