

STATE OF TENNESSEE
COUNTY OF WARREN

2003 COMMUNICATIONS AGREEMENT

Parties

This 2003 Communications Agreement (“the 2003 Agreement”) is between and among the Warren County Emergency Communications District (“the District”), a public corporation created pursuant to the Emergency Communications District Act (T.C.A. 7-86-101), Warren County (“the County”), a political subdivision of the State of Tennessee, and the City of McMinnville (“the City”), a chartered municipality of the State of Tennessee and, hereafter, the Parties.

Law

The Parties enter into the 2003 Agreement based upon their statutory and corporate powers, including, but not limited to, the provisions of the Intergovernmental Agreement Act (T.C.A. 5-1-113), the Interlocal Cooperation Act (T.C.A. 12-9-101), and the Emergency Communications District Act, specifically at T.C.A. 7-86-105 (b)(6).

Purposes

1. The Parties enter into the 2003 Agreement for, among other things, the purpose of consolidating applicable provisions of earlier contracts, including the 1995 Communications Agreement (“Previous Agreement”) relating to the management of the Communications Center (“the Center”). The Previous Agreement transferred from the Parties to the Board of Directors (“the Board”) of the District property, rights, obligations, and exclusive authority to manage the Center.

2. The Parties have previously unified separate “public safety answering points” (PSAP) under the authority of the Board, unifying their resources so that the Center may continue to assist emergency service agencies in the saving of lives, protection of property, and swift apprehension of criminals for all the citizens of Warren County, whether they reside inside or outside of the City.

3. The Parties intend to replace and supercede the Previous Agreement with this document, the 2003 Agreement.

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

Section 1. Superceding Agreement

This 2003 Agreement merges, replaces, and supercedes the Previous Agreement, and the Previous Agreement shall have no further legal effect.

Section 2. Composition of Board

The Board of Directors for the District (“the Board”) shall be composed of four (4) ex-officio members and five (5) appointees, as follows:

A. Ex-Officio Members

- The County Executive

- The McMinnville Mayor

- A Warren County Commissioner, appointed by the County Executive

- A McMinnville Alderman, appointed by the McMinnville Mayor

B. Appointed Members

Five (5) persons shall be appointed by the County Executive, subject to confirmation by the Warren County Commission. The appointed members shall serve initial terms of two (2), three (3), and four (4) years. Thereafter, all terms shall be four (4) years.

Section 3. Term of Service**A. Ex-Officio Members**

(1) An ex-officio member shall be eligible to serve so long as that person holds the office specified and complies with the requirements of T.C.A. 7-86-314 concerning attendance.

(2). Should the ex-officio fail to meet this requirement and be removed in accordance with the law, then the respective governing authority shall appoint another person to serve as a replacement for a term of one (1) year, which may be renewed no more than three (3) times, after which the position will revert to the ex-officio person.

(a) The County Commission shall have the authority to appoint replacements for the position of County Executive, and the County Executive shall have the authority to appoint replacements for the position of County Commissioner, subject to confirmation by the County Commission.

(b) The City Board of Aldermen shall have the authority to appoint replacements for the position of Mayor, and the Mayor shall have the authority to appoint a replacement for the position of Alderman.

B. Appointed Members

- (1) Appointed members shall be eligible to serve for the term specified so long as that person complies with the requirements of T.C.A. 7-86-314 concerning attendance.
- (2) Appointed members may continue to serve beyond the term until a replacement is appointed in accordance with the method above.
- (3) Any person appointed to fill a vacancy shall serve the remainder of the term.

Section 4. Policies

All policies adopted pursuant to the authority of the Previous Agreement shall remain in full force and effect until changed by the Board.

Section 5. Participating Entities

A Participating Entity (PE) means a party to this Agreement, excluding the District.

Section 6. Assets and Liabilities

All property at the Center shall solely belong to the District. This includes assets of every kind and all liabilities previously incurred.

Section 7. Financial Matters

The Board shall comply with applicable Revenue Standards and regulations of the Tennessee Emergency Communications Board (ECB), and otherwise comply with provisions of state law.

Section 8. Annual Budget Process

- A. The Board shall annually prepare a proposed budget and deliver copies to each of the other parties before May 1 of each year. The budget shall be for the fiscal year that begins July 1.
- B. A budget will be effective when approved by the City and the County.
- C. The City and the County agree to make every reasonable effort to approve a budget on or before the beginning of the fiscal year (July 1).
- D. In the event the City and the County do not agree, then the budget of the current fiscal year shall remain in effect until such time as the City and County reach agreement.

Section 9. Funding of Operations

- A. All monies collected by the District from telephone access charges and other revenue sources will be used as a base of revenue for operations. Any additional funds needed to operate an efficient and effective District will be provided by the County and City.
- B. The County and the City shall each pay 50% of the net amount of the approved budget after deducting the contribution of the District.

Section 10. Term and Renewal

- A. The agreement shall be for a term of four (4) years from and after the date hereof.

B. This 2003 Agreement shall be automatically renewed for an additional term of four (4) years unless any party hereto shall give written notice to all other parties hereto that said party wants to withdraw from the 2003 Agreement. The notice shall be no less than one hundred eighty (180) days prior to the end of the term.

C. Additional extensions of the 2003 Agreement beyond the initial two (2) terms may be negotiated by the parties hereto according to such terms and conditions as may then be agreed by all parties.

Section 11. Withdrawal

A. The County or the City may withdraw from participation in the Agreement by action of its governing body, providing written advance notice to the other parties and the ECB at least six (6) months prior to the completion of the current fiscal year.

B. The effective date of withdrawal shall be the end of the fiscal year in which the notice was given.

C. Withdrawal shall not limit or terminate the PE's obligations for payment of the Funding Share until the effective date, nor effect the provisions of the Agreement regarding liability and indemnification

Section 12. Termination

A. In the event that either the City or County provides notice of withdrawal, the parties agree to meet with the ECB within sixty (60) days of the

notice and jointly develop plans for the continuity of 9-1-1 service in Warren County.

- 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 the City or County does not desire to have the matter arbitrated, then the City or County may seek a Declaratory Judgment in Chancery Court sitting in Warren 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 Warren County.

Section 13. Liability Protection and Insurance

- A. The protection of this Section is intended to cover the District, the members of the Board of Directors of the District, and all employees thereof ("the Protected Parties"), 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.

B. The District shall 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 may be included within the budget of the District and shall be subject to the Funding Share, without exception.

C. In lieu of the District obtaining such insurance, the County, at its sole discretion, may extend equivalent insurance coverage to the Protected Parties, and any additional premium cost thereof shall be reimbursed by the District and shall be included as a budget item.

Section 14. Non-Discrimination

The District 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 service on the basis of race, national origin, creed, sex, or disability condition.

Section 15. Severability

If any court of competent jurisdiction should declare any part of the Agreement void, illegal, or otherwise ineffective, such provisions 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.

Section 16. Amendment

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

Section 17. Effective Date

The Agreement shall be effective according to its terms upon signing by all the Parties.

SIGNED THIS ____ DAY OF _____, 2003:

FOR WARREN COUNTY:

FOR CITY OF MCMINNVILLE:

COUNTY EXECUTIVE

MAYOR

ATTEST:

ATTEST:

FOR THE DISTRICT:

CHAIRMAN

ATTEST:
