

COMMUNICATIONS AGREEMENT

THIS AGREEMENT is made and entered into by and between **MARION COUNTY, TENNESSEE**, hereinafter referred to as "County"; the **TOWN OF JASPER, TENNESSEE**, a municipal corporation, hereinafter referred to as "Jasper"; and **THE TOWN OF KIMBALL, TENNESSEE**, a municipal corporation, hereinafter referred to as "Kimball".

WITNESSETH:

WHEREAS, T.C.A. Section 5-1-113 enables inter-local cooperation between a county and municipalities located within the boundaries thereof; and

WHEREAS, Jasper and Kimball are municipalities properly organized and operating under the laws of the State of Tennessee and located within the geographic boundaries of County; and

WHEREAS, County through the Marion County Sheriff's Department provides dispatching services to said Department and further has the capability and capacity to provide dispatching services to Jasper and Kimball; and

WHEREAS, the parties hereto desire by this Agreement to mutually establish a system whereby County shall provide emergency communication dispatching services to Jasper and Kimball; and

WHEREAS, the parties by this Agreement desire to define their mutual rights, duties and obligations.

NOW, THEREFORE, the parties agree as follows:

1. **Responsibilities of County**. County through the Marion County Sheriff's Department shall be responsible for providing the following:

A. Personnel. County shall provide all necessary personnel for providing fire, police, and rescue dispatching services to Jasper and Kimball, and it shall provide any necessary training for the operation of its emergency communications equipment.

B. Operations. County shall be responsible for the day to day operation and maintenance of the emergency communications dispatching system. Jasper shall be responsible for the maintenance of its own equipment utilized in receiving communications. Kimball shall be responsible for the maintenance of its own equipment utilized in receiving communications.

C. Dispatching Duties. County shall be responsible for providing complete police, fire and rescue dispatching services to Jasper and Kimball during the life of this Agreement and any extensions or renewals thereof.

2. Responsibilities of Jasper and Kimball. In consideration for receiving the aforesaid services of County, Jasper and Kimball shall each pay to County the sum of Fifty Thousand and No/100 (\$50,000.00) Dollars per fiscal year in equal monthly installments of Four Thousand One Hundred Sixty Six and 66/100 (\$4,166.66) Dollars each (per municipality), which installments shall be paid on or before the 15th day of each month that this Agreement is in effect. In the event that services are provided for only a portion of a calendar month, then this amount shall be prorated based upon the number of days in said month.

3. Duration and Termination. This Agreement shall commence upon the execution of same by the appropriate officials of County, Jasper, and Kimball. The Agreement may be terminated at any time by the mutual agreement of all parties. Additionally, any party may unilaterally terminate its participation in this Agreement upon one hundred eighty (180) days written notice to the other parties. This

Agreement shall be deemed to automatically renew on July 1 of each and every year hereafter unless terminated as hereinabove set forth.

THIS AGREEMENT is made and entered into this the _____ day of August, 2004.

MARION COUNTY, TENNESSEE

By: _____
Howell W. Moss, County Mayor

MARION COUNTY SHERIFF'S DEPARTMENT

By: _____
Ronis (Bo) Barnett, Sheriff

TOWN OF JASPER

By: _____
Billy Simpson, Mayor

TOWN OF KIMBALL

By: _____
David Jackson, Mayor

APPROVED BY MARION COUNTY COMMISSION ON _____

APPROVED BY BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF JASPER ON _____

APPROVED BY BOARD OF MAYOR AND ALDERMAN OF THE TOWN OF KIMBALL ON _____

**AGREEMENT RESCINDING COMMUNICATIONS AGREEMENT
OF MARCH 15, 1993**

WITNESS this AGREEMENT RESCINDING COMMUNICATIONS AGREEMENT
OF MARCH 15, 1993 entered by and between MARION COUNTY 911 EMERGENCY
COMMUNICATIONS DISTRICT (hereinafter "911") and the TOWN OF KIMBALL,
TENNESSEE (hereinafter "KIMBALL") as of the ___ day of _____, 2004.

WITNESSETH:

WHEREAS, 911 and Kimball have heretofore entered into that certain
Communications Agreement dated March 15, 1993 with respect to the establishment of an
emergency communications center with implementation of an enhanced 911 communications
system, with respect to provision of certain emergency dispatching services by 911 for an
behalf of the Town of Kimball, with respect to KIMBALL providing certain payments to 911
for dispatch personnel costs and with respect to 911's occupancy of certain building premises
owned by the Town of Kimball at 675 Main Street, Kimball, Tennessee, 37347; and

WHEREAS, as a consequence of multiple developments, including but not limited to
the sale of the County ambulance service and related assets to Grandview Medical Center by
the Marion County Commission and the expectation by some that 911 provide emergency
dispatch services to Grandview Medical Center without charges to that entity with
KIMBALL continuing to pay the entire cost of all dispatching personnel costs and expenses,
there was filed that certain lawsuit in the Circuit Court for Marion County, Tennessee styled

South Pittsburg Acquisition, et al. v. Marion County 911 Emergency Communications District, et al., together with a Third Party/Intervening Complaint filed by the Town of Kimball against Marion County 911 Emergency Communications District, bearing Docket No. 15610; and

WHEREAS, as a consequence of a global settlement of that lawsuit and in order to address the topics of emergency communications dispatching services for certain governmental entities in Marion County including but not limited to the Marion County Sheriff's Department, Marion County EMS services, the Town of Kimball police, fire and other emergency communications services, and the Town of Jasper police, fire and other emergency communications services, certain agreements have been entered into by and between Jasper, Kimball and the County and by and between the County and 911 which render the provisions of the Communications Agreement of March 15, 1993 moot and without further necessity and/or viability.

NOW, THEREFORE, for the further considerations and promises hereafter stated, releases, mutual obligations and mutual convenience of the parties, it is agreed as follows:

1. The Communications Agreement of March 15, 1993 is hereby rescinded and all provisions thereof are deleted, rescinded and declared from this date null and void.

Provided, however, that 911 may continue to occupy the premises located at 675 Main Street, Kimball, Tennessee, 37347, for so long as 911 continues to pay to KIMBALL the sum of Eight Hundred Twenty (\$820.00) Dollars per month and maintains

fire and casualty insurance coverage on the contents of the building premises there and maintains liability insurance in the amounts not less than as provided by the Tennessee Governmental Tort Liability Act as codified in Tennessee Code Annotated or either Kimball or 911 shall terminate this remaining agreement upon not less than thirty (30) days written notice from one to the other, whichever shall first occur.

3. Notwithstanding certain disputes, disagreements, claims, demands, suits, or contract rights claimed or existing by and between the parties with respect to the topic of the financial obligations contained in the Communications Agreement of March 15, 1993, neither party shall hereafter have any claim for rent, for reimbursement of costs, for monetary payments, claims, demands, or contract obligations with respect to any of the requirements in the Communications Agreement of March 15, 1993 except as expressly reserved with respect to the payment of rent and provision of insurance hereinabove provided. More particularly, KIMBALL and 911 each release each one and the other from and against any and all claims, demands, suits, judgments, payments, reimbursements, or any other claims of the monetary nature whatsoever with respect to the Communications Agreement of March 15, 1993 whether accrued, claimed, demanded, known or unknown or whether to accrue in the future or to become known in the future.

MARION COUNTY 911 EMERGENCY
COMMUNICATIONS DISTRICT

BY: 
Chairman