

OUTLINE OF EFFORTS TO DEVELOP AN INTERLOCAL /
BETWEEN THE CITY OF CROSSVILLE AND CUMBERLAND
FOR A JOINT ARSON INVESTIGATOR

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The most important aspects of developing an interlocal services agreement is to consider, in detail, whether the proposed service is beneficial to both the city and county. Obviously, the provision of an integrated approach in responding to suspicious fires is important to the residents and commercial interests in both the county and the city. However, there may be problems which may change the methods by which the service has been originally conceived. The following outline has been prepared to enhance the review of the establishment of a joint arson investigator for Cumberland County including all the incorporated areas.

There are four major areas of consideration to study in developing an interlocal agreement. They are:

1. The legal authority to create an agreement;
2. Development of cost estimates;
3. An analysis of the political realities of the proposed agreement; and
4. Assessing available resources to provide for a joint arson investigator.

All of these concerns must be thoroughly studied prior to entering into an agreement.

Legal Authority

The basic question in developing an interlocal agreement is whether authority exists to develop such an agreement. The authority for a city and county to enter into an interlocal agreement is provided in T.C.A. 12-9-101 through 109, as amended. This statute permits local governments to enter into interlocal agreements to jointly provide any service which the local governments are permitted to undertake under T.C.A. Arson investigation is a permitted service for both cities and counties as provided by T.C.A., therefore can be the subject of an interlocal agreement. Also, the provisions of T.C.A. relating to interlocal agreements permit that the state and the federal governments can also be a party to an interlocal agreement if so desired.

In reviewing the legal authority for the creation of an interlocal agreement it is important to carefully review any local agreements, ordinances, resolutions, etc., which may cause restrictions to the implementation of an agreement.

The statute permitting the interlocal agreements (T.C.A. 12-9-104[c]) specifies that any agreement include the following:

1. Duration of the agreement;
2. The organization of the entity created with the powers delegated to this organization delineated. Reference is made to 12-9-104(d) which indicates that if no legal entity is created, then the following must be accomplished:
 - a. Provision must be made for an administrator or a joint board responsible for administering the joint venture.
 - b. Determine in the agreement how real and personal property is to be acquired, held, and disposed of.
3. Determine the purpose of the agreement.
4. Determine how the venture is to be financed and requiring a budget and administration thereof.
5. How the agreement may be partially or wholly terminated, including the disposal of any real and personal property.
6. Any other necessary and proper matters which should include at least how liability insurance coverage is to be shared by the parties to the agreement.

Estimate Of Costs

A primary concern of most local officials is cost. Both parties to an interlocal services agreement should recognize that the costs involved in the agreement are a policy consideration. The questions presented below should be examined by both parties during the development of the agreement:

1. Should the recipient government, which in this case will be both in relation to the different aspects of arson investigation, provide a subsidy for the costs of services provided?
2. Should provisions be addressed to anticipate inflationary cost increases?
3. Are proposed revenues from the participating parties to the agreement adequate to meet the program being developed, and is the method of financing the joint arson investigator acceptable to the citizens in the county?
4. What is an adequate and acceptable method of determining costs? What is the method of payment by the city, county, state, etc., to the entity established? Timing of payments?
5. Is the program being proposed really cost effective compared to alternative delivery systems, if available?

6. Which agency will assume overhead expenses such as facilities, equipment, supplies? These costs would include administrative costs, cost of liability insurance, payroll expenses, etc.

Policy And Politics

In any interlocal services agreement, politics is always an important consideration. How the citizens in the city and the county will react to the agreement and the level of trust and cooperation between the city and county must be carefully weighed. The following questions should be addressed:

1. What will be the public's reaction to the agreement?
2. To which jurisdiction would the citizens complain about the service?
3. Does the county (or the city if the roles are reversed) understand the other's plans to have operational control over certain services provided?
4. Should other cities in the county or adjoining counties be made a part of this agreement? The State? TVA?

Assessing Resources

In determining what arson investigative services should be provided by the city or by the county, the two agencies separately and jointly need to assess its resources in the way of personnel, facilities, equipment, etc., and to address the following questions relating to the provision of an arson investigator.

1. What changes in resources may be needed to provide for an arson investigator in the following areas:
 - a. Personnel
 - b. Facilities
 - c. Equipment
 - d. Organizational arrangement
 - e. Fiscal procedures
 - f. Liability coverages
 - g. Other considerations

After the major areas of concern have been thoroughly addressed, the policy makers of the parties to be involved in this interlocal agreement to provide for an integrated emergency management system will have the information they need to determine whether or not to consider the agreement further. Most of the information obtained in addressing this outline will be utilized in developing the contractual agreement itself. MTAS will work with all parties in developing the contractual agreement, if so desired, in cooperation with city and county attorneys.

AGREEMENT

This AGREEMENT, entered into between Cumberland County, Tennessee, hereinafter referred to as the COUNTY, and the City of Crossville, Cumberland County, Tennessee, hereinafter referred to as the CITY;

WITNESSETH

WHEREAS, the parties hereto have the authority to enter an agreement to provide for an arson investigator under Section 12-9-101 through 109, Tennessee Code Annotated; and

WHEREAS, the citizens of the City of Crossville and the unincorporated areas of the COUNTY surrounding the CITY have experienced an increased incidence of suspicious fires and fires known to have been deliberately set; and

WHEREAS, the (CITY or COUNTY) is willing to provide the facilities to house an arson investigator and to provide for the administrative and financial management support of the arson investigator to be provided by this AGREEMENT;

NOW, THEREFORE, in consideration of the covenants, conditions, and representations set forth herein, the parties agree to as follows:

1. That the (CITY or COUNTY) will provide and maintain a facility to house an arson investigator.
2. The (CITY or COUNTY) will provide the administrative support to the provision of the arson investigator in the following manner:
 - a. Provide general financial management services such as purchasing, payroll, etc.

- b. Provide insurance for the proposed operation.
- 3. That the COUNTY (or CITY) agrees to permit the arson investigator proposed in this agreement to operate in the unincorporated (or incorporated) portion of the COUNTY (or CITY).
- 4. That the CITY (or COUNTY) shall hold the COUNTY (or CITY) harmless from any claim or action brought against the COUNTY (or CITY) by any person, natural or corporate, arising from any act or omission on the part of the CITY (or COUNTY) in its capacity as provider of fire services in the CITY and COUNTY.
- 5. That the operational policies and procedures for the provision of an arson investigator as stipulated in this AGREEMENT shall be directed (this needs to be determined).
- 6. That this AGREEMENT may be terminated by either party by giving a written notice to the other party of intent to terminate at least sixty (60) days prior to the date of termination. All property, both real and personal, furnished by the CITY and necessary to perform this AGREEMENT shall remain the property of the CITY upon termination hereof. Any property provided by the COUNTY shall remain the property of the COUNTY upon termination hereof.

IN WITNESS WHEREOF the parties to this AGREEMENT have caused their names to be affixed hereto by the proper officers thereof. This contract is signed and executed this _____ day of _____, 1986.