



TIPTON COUNTY EMERGENCY
COMMUNICATIONS DISTRICT
220 HIGHWAY 51 N, SUITE 4
COVINGTON, TN 38019
OFFICE: 901-476-0252 FAX: 901-475-4377

Interlocal Agreement for Dispatching Services

This agreement is by and between the Tipton County Emergency Communications District and the Town of Mason, Tennessee.

Whereas the district is an Emergency Communications District established pursuant to **Tennessee Code Annotated § 7-86-101 et.seq.** to provide emergency communications and dispatch services within Tipton County, Tennessee; and

Whereas the Town of Mason is a municipality in **Tipton County, Tennessee**, which has an operational need for the services the Tipton County Emergency Communications District provides.

Now, therefore, in accordance with the provisions of **Tennessee Code Annotated § 12-9-101 et.seq.** and applicable interlocal cooperation and agreements, the parties agree as follows:

Section 1. Purpose: the purpose of this agreement is to set forth the parties' understanding regarding the provisions by the Tipton County Emergency Communications District of certain emergency communications and dispatch services to the Town of Mason, Tennessee.

Section 2. No separate entity created; this agreement does not create, nor seek to create, a separate legal entity.

Section 3. No property acquired: No real or personal property will be acquired or held in connection with this agreement and, accordingly, there shall be no such property disposed of upon the termination of this agreement.

Section 4. Provision of communication services: in consideration of the fee for services as set forth in Section 5 of this agreement, the district will:

- a.) Receive from persons within the Town of Mason, Tennessee, on a twenty-four (24) hour, 365 days per year basis, telephone calls for law enforcement and/or fire services and will, in return, dispatch as appropriate, personnel from the Town of Mason, Tennessee police department, fire department and/or if a response is needed, emergency medical services. If requested, or otherwise appropriate, Tipton County Emergency Communications District will

ADMINISTRATION
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ASSISTANT DIRECTOR: JAMES STROUD
HR MANAGER: LAURA GOODNIGHT
FINANCE MANAGER: SIERRA ROUYEA
IT MANAGER: CURTIS MAYO

911 BOARD
CHAIRMAN: DAMON WHERRY
VICE-CHAIRMAN: JAMES SNEED
VERNON PAIRAMORE
DANIEL WALLS
JESSE POOLE

BOARD MEMBERS
WALKER BOULER
MORGAN FREEMAN
TOMMY ROGERS
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transfer the information to the **Baptist Ambulance Services** in order that personnel at **Baptist Ambulance Services** may determine and provide the appropriate response.

- b.) Maintain equipment in the call-center and sufficient personnel to operate said equipment as necessary to perform the services set forth in paragraph 1.a.
- c.) Perform the services identified in paragraph 1.a in a timely and professional manner.

Section 5. Payment of fees and manner of financing. In consideration of the undertaking of the Tipton County Emergency Communications District as set forth in section 4 and paragraphs a, b, c., Town of Mason, Tennessee will pay the Tipton County Emergency Communications District the percentage of the municipalities' call volume use of a pro-rata amount based on a total sum of the call volume for the Tipton County Emergency Communications District out of a base price of \$ 665,917.29 for year one. Such amount owed per year on a pro-rate use basis shall be adjusted each year based on prior year's use if the agreement is renewed. The agency percentage for the period is 0.93%

Payment shall occur via the customary means utilized by the Town of Mason, Tennessee to raise revenue for services it obtains from vendors. The Town of Mason, Tennessee shall adhere to its customary budgeting and accounting practices regarding the expenditure of such funds. Payments shall be made on a quarterly basis in the amount of \$1,548.26

In addition to the foregoing, in the event the Tipton County Emergency Communications District, utilizes legal services in connection with the non-payment or non-timely payment of the amount set forth herein, the Town of Mason, Tennessee, here-with agrees to pay any and all cost, including attorney fees, expert fees and expenses, incurred by the Tipton County Emergency Communications District in obtaining payments.

Section 6. Term of Agreement: Subject to the appropriate prior governing body approval as by the Town of Mason, Tennessee and the Board of Directors for the Tipton County Emergency Communications District, this agreement shall become effective July 1st, 2024 and shall expire June 30th, 2025. The parties agree on or before January 1,

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2025, they will enter into negotiations for an extension of, or a successor to, this agreement. The Town of Mason, Tennessee agrees any extension of this agreement or a successor agreement, as the case may be, for the payment for services to be rendered by the Tipton County Emergency Communications District shall be based on the increase in call volume received by the Tipton County Emergency Communications District from the Town of Mason, Tennessee during the terms of this agreement; except that, in any event, the Town of Mason, Tennessee agrees that the total payment for twelve (12) months of service, or for any agreed period of extension of less than twelve (12) months of service, to be paid to the Tipton County Emergency Communications District in any extension of, or successor to this agreement will not be an amount less than the amount set forth in **Section 5** above, or as said amount may be prorated to apply to a period of extension of less than twelve (12) months.

Section 7. No Waiver: No officer, employee, or agent or otherwise of the Town of Mason, Tennessee or the Tipton County Emergency Communications District has the power, right, or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of the agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement at law shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. Failure of any party to enforce, at any time, any of the provisions of this agreement or to require, at any time, performance by any other party of any provision shall not, in any way, effect the validity of this agreement or any part hereof, or the right of any party to thereafter enforce each and every provision.

Section 8. Entire Agreement: This agreement contains all of the agreements of the parties with the respect to any matters covered or mentioned in this agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

Section 9. Severability of Terms: Any provisions of this agreement, which is declared invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof: and such other provisions shall remain in full force and effect.

Section 10. Amendments: This agreement may be amended only in writing and upon satisfaction of all requirements for the amendment of Interlocal Agreements as set forth in **Tennessee Code Annotated** § 12-9-101 *et seq.* or any other applicable statute.

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Section 11. Jurisdiction: This agreement is made and entered into in **Tipton County, Tennessee**. The internal laws of the **State of Tennessee** shall be applicable governing any dispute arising hereunder. In the event of a dispute which leads to litigation, the non-prevailing party agrees to pay the attorney fees, expert fees, Court costs and expenses of the prevailing party in such litigation.

Agreed to this _____ day of _____ 2024.

Town of Mason, Tennessee

**Tipton County Emergency
Communications District**

By: _____
(Mayor)

By: _____
(Chairperson)

By: _____
(Budget & Accounts Manager)

By: _____
(Director)

By: _____
(Attorney for District)

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