



RESOLUTION 26-690

A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL, TENNESSEE, TO ENTER INTO THE INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT FOR THE CREATION AND MANAGEMENT OF THE TENNESSEE DISTRICT 1 TASK FORCE

WHEREAS, the Town of Mount Carmel, Tennessee, is authorized under the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-101 *et seq.*, to enter into agreements with other governmental entities for the joint exercise of powers, privileges, and authority; and

WHEREAS, Tennessee Code Annotated § 58-8-102 authorizes local governments to provide emergency assistance and mutual aid to one another; and

WHEREAS, Sullivan County, doing business as the Sullivan County Emergency Management Agency, serves as the Sponsoring Agency for the Tennessee District 1 Task Force; and

WHEREAS, the Town of Mount Carmel desires to participate in the Tennessee District 1 Task Force and to make available appropriate personnel, equipment, and other resources in accordance with the terms of the Interlocal Cooperation and Mutual Aid Agreement; and

WHEREAS, participation in the Tennessee District 1 Task Force will enhance regional cooperation, emergency preparedness, specialized rescue capabilities, and the ability of the Town of Mount Carmel to respond to emergencies and disasters affecting the Town and surrounding jurisdictions; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the proposed Interlocal Agreement and finds that approval thereof is in the best interest of the Town of Mount Carmel and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of August, 2026, that

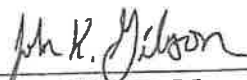
SECTION 1. The Interlocal Cooperation and Mutual Aid Agreement for the Creation and Management of the Tennessee District 1 Task Force is hereby approved in the form presented.

SECTION 2. The Mayor of the Town of Mount Carmel, or such other authorized representative of the Town as may be appropriate under the Agreement, is hereby authorized and directed to execute the Interlocal Cooperation and Mutual Aid Agreement on behalf of the Town of Mount Carmel.

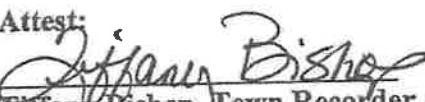
SECTION 3. Upon execution of the Agreement, the Town of Mount Carmel is authorized to participate as a Participating Agency in the Tennessee District 1 Task Force in accordance with the terms, conditions, policies, membership requirements, and operational procedures established pursuant to the Agreement.

This Resolution shall take effect immediately, the public welfare requiring it.

ADOPTED this 27th day of August, 2026



John K. Gibson, Mayor

Attest:


Tiffany Bishop, Town Recorder

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT
FOR THE CREATION & MANAGEMENT OF THE
TENNESSEE DISTRICT 1 TASK FORCE

This agreement is made and entered into as of the 27 day of August, 2026 (the "Effective Date") by and between Sullivan County *d/b/a* Sullivan County Emergency Management Agency ("Sullivan County EMA") as the "Sponsoring Agency" and the local government entities identified in Exhibit "A" (the "Participating Agencies"). The Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency" with each Agency's participation beginning upon the date of executing this agreement.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate the Tennessee District 1 Task Force which will provide response and rescue services throughout the northeast area of the state, and statewide as requested in accordance with Tennessee Code Annotated, Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional, regional Tennessee District 1 Task Force be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CREATION AND PURPOSE

The Tennessee District 1 Task Force (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents including but not limited to swiftwater rescue and floodwater reconnaissance and evacuations, Search and Rescue, and Incident Management.

The Tennessee District 1 Task Force may create more focused teams to address the needs of the Team. The first anticipated focused team will be a Water Rescue Team and others may be created in the future and will fall within the scope of this agreement.

2. MANAGEMENT AND ADMINISTRATION

The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members; and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. CONTRIBUTION OF AGENCIES

The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS

The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment required by team members employed by their Agency as the individual and the Agency participate in the Tennessee District 1 Task Force.

5. PROPERTY OF THE TEAM

5.1 Personal Property and Equipment.

Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency and will be operated solely by a member of that Agency. Tennessee District 1 Task Force Insurance will not maintain insurance for this purpose; any insurance should be maintained by the Agency who supplies the equipment.

5.2 Real Property.

The Team has no authority to purchase real property or hold real property in the name of the Team.

6. PERSONNEL MATTERS

6.1 Team Members.

Tennessee District 1 Task Force members must be full time, part time, or volunteer members of an Agency.

6.2 Employee Status and Benefits.

Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and workers' compensation.

7. POLICIES

Members assigned to the Team remain obligated to follow the rules and policies of the Tennessee District 1 Task Force and the Participating Agency employing or retaining the member. In the event of a perceived conflict between policies, the Tennessee District 1 Task Force will address the matter with the Team as a whole with the input of Participating Agencies.

8. STATUS OF TEAM MEMBERS

The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES

9.1 Members Assigned to the Team Remain Employees of Employing Agency

Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent that the employing Agency would be liable for the member's actions had the member not been engaged in Team activities.

Team members will be considered agents and/or employees of the Agency retaining and/or employing them, within the meaning of Tennessee law, including the Tennessee Governmental Tort Liability Act. At no time will such members be considered the employee of any other Agency or of the Team.

9.2 No Assumption of Liability for Non-Employees

No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.

9.3 Waiver of Claims.

Each Agency agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, occurring as a consequence of Team activities, against any other Agency and expressly waives such claims, except to the extent such claims arise from the negligent acts, errors, or omissions of the other Agency. Each Agency will secure an executed Release and Waiver of Liability from any member from its Agency before the member performs any work for or with the Team.

10. DURATION AND TERMINATION OF AGREEMENT.

The duration of this Agreement is perpetual.

The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal.

The Agreement may be completely terminated by either agreement of the Participating Agencies or when there is only one Participating Agency that has not withdrawn.

11. ADDITION OF PARTIES

Local governmental entities with resources and personnel that have completed the membership requirements of the Tennessee District 1 Task Force may initiate becoming a party to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity (Agency) seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is executed by the mayor of the City/ County of Sullivan and EMA Director along with the authorized representative(s) of the Participating Agency pursuant to the resolution of each jurisdiction authorizing them to so execute.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

SPONSORING AGENCY

Sullivan County
d/b/a Sullivan County Emergency Management Agency

Sullivan County Mayor

EMA Director

Attest: _____
Witness

Adopted: _____
Date

Approved as to Form: _____
City/County Attorney

PARTICIPATING AGENCY:

Town of Mount Carmel

BY: John K. Gibson

John Gibson, Mayor
Name & Title

Attest: John Williams, Town Manager
Witness

Adopted: 8-27-26
Date

Approved as to Form: Matthew Matney
Counsel for Participating Agency

Name: 09/04/2026

EXHIBIT "A"
PARTICIPATING AGENCIES

Washington County/Johnson City Emergency Management Agency

Washington County, Tennessee

City of Johnson City

Washington County EMS

Sullivan County, Tennessee

City of Kingsport

City of Bristol

Exhibit "B"

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (name) understand that my voluntary participation in the **TENNESSEE DISTRICT 1 TASK FORCE** may involve the risk of property damage, personal injury, or death, or other potential damages or injuries of any nature or kind.

Therefore, in consideration for the opportunity to participate in the **TENNESSEE DISTRICT 1 TASK FORCE**, and with the above-stated understanding that I am not to be considered an agent and/or employee of the **TENNESSEE DISTRICT 1 TASK FORCE** or any Participating Agency of the **TENNESSEE DISTRICT 1 TASK FORCE**, other than the Participating Agency by which I am employed or for whom I volunteer (the "Member Agency").

I hereby release and discharge **TENNESSEE DISTRICT 1 TASK FORCE** and any individual Participating Agency thereof (other than the Member Agency), and/or their respective officers, employees, volunteers, agents, or representatives from any and all liability, risk, claims or causes of action arising out my participation in the aforementioned programs or events and hereby waive any such claims or causes of action to the fullest extent allowed by law. I further agree that I will indemnify and hold harmless the **TENNESSEE DISTRICT 1 TASK FORCE** and any Participating Agency (other than the Member Agency) against any and all claim(s) or causes arising out of or in connection with my participation in the aforementioned **TENNESSEE DISTRICT 1 TASK FORCE**. I agree to pay the costs of all such actions, including, but not limited to, all reasonable attorneys' fees, costs and expenses related to such actions.

This Release and Waiver of Liability Agreement shall be construed in accordance with Tennessee law and shall be binding upon me heirs, agents, executors, administrators, representatives, successors or assigns. Photographic, scanned or facsimile copies of this Release and Waive of Liability Agreement may be used in lieu of the original executed copy for any purpose.

I HAVE READ AND UNDERSTOOD THE TERMS OF THE FOREGOING RELEASE AND WAIVER OF LIABILITY AGREEMENT AND, BY SIGNING BELOW, ACKNOWLEDGE AND AGREE TO THE TERMS THEREOF AND DEMONSTRATE MY INTENTION TO BE LEGALLY BOUND BY IT.

Name: _____

Member Agency: _____

Date: _____