

RESOLUTION 18-197

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE, WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT AND THE CITY OF SPRING HILL, TENNESSEE.

WHEREAS, the City of Spring Hill ("Spring Hill") has independently operated E911 Dispatch Services since 2004 covering both the Maury County and Williamson County sides of the City; and

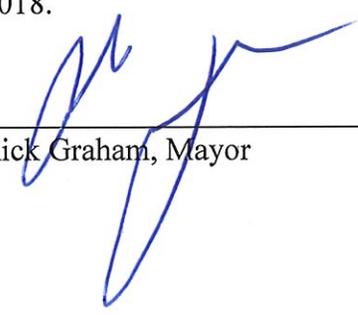
WHEREAS, technology advances have occurred making it possible for centralized dispatch services to occur from the county level that will dispatch appropriately into both the Williamson and Maury County sides of Spring Hill; and

WHEREAS, consolidation of dispatch services is expected to result in a more efficient and improved dispatch service, create certain cost savings by avoidance of duplication of efforts, and improve emergency services to the citizens of Spring Hill; and

WHEREAS, the parties have negotiated an interlocal agreement consolidating E911 services, which is attached as Exhibit A hereto.

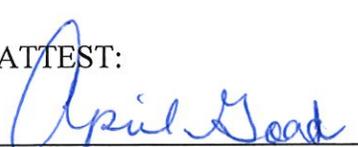
NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, that the Mayor be authorized and directed to execute the INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE, WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT AND THE CITY OF SPRING HILL, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this 15th day of October, 2018.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE, WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT
AND THE CITY OF SPRING HILL, TENNESSEE**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY, TENNESSEE** (hereinafter "County"), **WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (hereinafter "ECD"), and the **CITY OF SPRING HILL, TENNESSEE** (hereinafter "City"), concerning the transition of City emergency communications/dispatch employees' positions and equipment, if applicable, to the County, whereby the City would cease dispatch services altogether.

WHEREAS, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to Tennessee Code Annotated, Section 12-9-104 to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the City operates and maintains a dispatch division that services Spring Hill residents located in Maury County and Williamson County which includes ten (10) dispatcher positions; and

WHEREAS, to permit Williamson County to provide dispatch services to the entire area of Spring Hill, the ECD needs to contract with the Maury County Emergency Communications District; and

WHEREAS, the County maintains and operates an Office of Public Safety and is contracted with the ECD to provide employees to operate the ECD's emergency communications dispatch center; and

WHEREAS, in 1988 the ECD adopted the transfer method and is only responsible for answering 911 calls and then transferring the calls to the appropriate public safety agency; and

WHEREAS, since 1998, the ECD has maintained an interlocal agreement with Williamson County where the ECD answers all 911 calls from within the district and reimburses the County for the salaries of the employees operating the dispatch center on behalf of the ECD; and

WHEREAS, the parties recognize and believe that discontinuing the City's emergency communications/dispatch division, personnel, and equipment, and transferring those functions to the County's dispatch/ emergency communications division would be more efficient and in the best interest of the parties.

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

- 1. PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for transferring the City's emergency communications/dispatch division to the County. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstance.
- 2. TERM.** This Agreement shall become effective on the date it is fully executed and shall continue for five (5) years. This Agreement shall not be extended unless approved by each party's governing body and signed

by the parties' authorized representatives. In no case shall the City's contributions in years three (3) through five (5) exceed the City's contribution in year two (2).

3. TRANSFER OF POSITIONS.

a. Employees. Subject to review of appropriate background checks and subject to at least a "meets expectations" evaluation score, the County agrees to offer employment to the currently employed City dispatch employees who are employed at the time this Agreement is executed by all parties (hereinafter "Employees") on the terms and conditions set out herein. Upon employment by the County, such Employees will be subject to the terms and conditions of employment applicable to all other County employees, except as otherwise specifically stated herein. Nothing herein shall be interpreted to change the status of all dispatch employees, whether originally employed by City or County, as "at will" employees of the County. The date of employment for three (3) Employees shall begin on November 5, 2018. The remaining seven (7) Employees shall begin employment with the County on or about January 2, 2019.

b. Date of Hire. With the exceptions noted in subsection **f.** on Vacation Time below, the date the Employees began employment with the County will be the official Date of Hire for all matters and benefits for which the Date of Hire is used for County employees. To the extent that seniority be considered within the department for internal matters such as shift selection or vacation approvals, the department will use the date of June 3, 2018, for the seniority date. For City employees hired after June 3, 2018, their date of hire with the City will be used. This seniority date will be recorded and kept within the department and not be recorded in the County Payroll/Personnel systems.

c. Salary.

- i. The City shall pay the ECD for ten (10) dispatch positions. The Employees shall be offered a hourly salary of not less than the County's minimal hourly rate for the same position the Employee is filling. The hourly rate of the City's 911 supervisors will be reviewed and the parties agree to negotiate in good faith a rate similar to the rate paid by the City for that position as of July 1, 2018. Inequities in salaries created by this change will be addressed by and in the discretion of the County.
- ii. The City will pay to the ECD an amount equal to the annual salary paid by the ECD for each Employee. The City shall pay the first initial payment to the County within thirty (30) days from the date of employment from the ECD. Thereafter, the City shall pay all amounts due to the ECD for the Employee positions prior to the 1st day of August of the fiscal year.
- iii. The County shall pay each Employee the hourly rate as specified above. . The ECD shall reimburse the County the actual amount the County pays for both the transferring Employees' salaries and the vacant positions salaries in the manner as provided in the current contract between ECD and the County. Payment to the County

shall be in one annual payment. Williamson County shall be responsible for the costs of overtime as of the date of employment.

d. Dental, Health and Life Insurance Benefits. The Employees will receive dental, health, and life insurance benefits from the County on the same terms as such benefits are available to other County employees as of the Date of Hire.

e. Length of Service. The Employee's Date of Hire shall be used for the purposes of determining work schedules, including vacation leave, and other operational related needs for which Length of Service is considered as a factor by the County.

f. Vacation/Sick Leave.

- i. The City shall pay each Employee for vacation days accrued with the City prior to the Date of Hire. The Employees will begin accruing time with the County as of the Employee's Date of Hire.
- ii. The County agrees to make a good faith effort, consistent with operational need and supervisor discretion, to accommodate vacation requests that were approved by the City prior to the Date of Hire, but that are scheduled to occur after the Date of Hire.
- iii. The date in which an Employee was hired by the City, as a full time employee, will be used by the County for the purposes of determining each Employee's vacation accrual rate. At the time of the merger of the Emergency Communications operations of the City and County, each Employee will be credited with up to 56 hours of sick time the individual Employees have accrued as an employee of the City prior to the Date of Hire. On the date of the Employees employment with the County, the sick hours will be converted to Administrative Leave hours that each Employee may use in lieu of sick pay for absences that would be considered paid absences under the County's Sick Pay policy. Should an Employee have less than 56 hours of sick leave at the time of the merger, the Employee will be credited with the number of hours or sick leave accumulated at the time of the merger as Administrative Leave hours. Employees must use their allotted Administrative Hours prior to December 31, 2019.
- iv. Any Employee who resigns or is terminated as an employee of the County shall lose any and all unused Administrative Leave time. Employees shall not receive any compensation for unused Administrative Leave hours upon termination of the Employee's employment with the County nor shall the unused Administrative Leave hours be considered part of the Employee's sick time account in the future.
- v. To off-set the cost of the County concerning absorbing the additional Administrative Leave hours, the City shall pay directly to the County an amount equal to the costs of absorbing the Employees' Administrative Leave hours. Should an Employee leave employment with the County with an unused amount of Administrative Leave, the County shall report the number

of unused Administrative Leave hours to the City and the City will reduce its annual payment to the ECD for year two (2) of the Agreement by that amount.

- vi. The City will make any consideration to the Employees it deems appropriate to address the balance of the Employee's sick hours in excess of the 56 hours transferred to the County. All vested Employees will receive the balance of the sick time exceeding 56 hours which will be credited to the Employee's City pension. Said balance of sick time will be capped at 120 days.
- vii. A copy of the section of the Agreement addressing sick time will be placed in each transferring Employee's personnel file for future reference. The County Emergency Communications Director will be responsible for recording the use of the Administrative Leave hours in a manner approved by the County Accounting Department.
- viii. The parties agree that each Employee will be given the protection of FMLA so long as the Employee has been with the County for more than one (1) year and otherwise meets the requirements of federal law for FMLA eligibility. At the discretion of the Department Head and the Human Resources Director and subject to the County's personnel policies and applicable law, personal leave may be granted to the Employees during the Employees' first year of employment.

g. Retirement Benefits.

- i. The Employees will be placed in the County's TCRS program.
- ii. Those Employees not yet vested with the City's Pension will receive from the City the full amount each Employee contributed plus the City's contribution to the City's Pension.
- iii. Employees vested in the City's pension plan will be eligible for pension benefits as any other former City employee.
- iv. The County will waive the "1 month" TCRS probationary period for new hires in order to allow the Employees to avoid a gap in participation. The City will complete and process all documentation necessary for the Employees to terminate and/or transfer participation without a break in service.

h. Raises. Employees shall be eligible for across the board raises provided to other County employees beginning after fiscal year 2019-2020. The County makes no commitment that the Employees will be given raises in the first year of employment with the County while the City is reimbursing the Employees' salaries. Should the County's legislative body approve an annual salary increase for other County employees for the fiscal years 2019-2020, at the discretion of the County, adjustments to the Employees' raises may be made for the purposes of pay equity.

4. PAYMENT OF SERVICES. Beginning on the date this Agreement is fully executed by the parties and continuing for two (2) additional fiscal years ending on June 30, 2022, the City shall pay to the ECD an amount equivalent to the salary-only portion for all Employees. The ECD shall pay to the County an amount equal to the salaries of the positions for the period in which the ECD receives payment from the City. The ECD shall

formulate and provide to the City the formula that will be used by the ECD to calculate the City's payment for dispatch services for the fiscal years beginning July 1, 2022 and continuing until June 30, 2024, but in no case shall the City's annual contribution exceed the City's contribution paid in year two (2). This provision in no way effects the obligations contained in the interlocal agreement between the County and ECD for the provision and costs of providing the operation of the emergency communications dispatch center.

5. **TRANSFER OF EQUIPMENT.** The parties will mutually agree what, if any, equipment that will transfer. Title to any equipment transferred, if any, shall be solely in the County's name and the City agrees to execute any needed documentation evidencing the transfer of ownership. The parties agree to the free exchange of data, specifically CAD data.

6. **USER GROUP MEETINGS.** The parties agree to establish a User Group consisting of the City Administrator, Police Chief, Fire Chief, the Williamson County Public Safety Director, Emergency Management Director, Sheriff, Emergency Communications Director, and others as deemed necessary, who will meet at least quarterly to discuss issues concerning dispatch, equipment, or any other related issue of concern of the parties. All policies and procedures shall be reviewed by the User Group prior to implementation to ensure that the City maintains compliance with CALEA standards, fire accreditation standards, ISO accreditation, and compliance with NFPA 1221 and NFPA 1710. Any policies and procedures concerning or related to answering or transferring 911 calls shall be subject to final approval by the ECD to be effective. The User Group shall not take any actions or approve any policies or procedures that may result in the statewide emergency communications board withholding any revenue due to the ECD.

7. **DATA AND SYSTEMS ACCESS.** The City shall have access to the information below subject to the terms of this Agreement and applicable law. The User Group may require other information be shared, as long as the parties are permitted by law to share such information. If that is the case, the parties agree that the User Group can make that decision without requiring each party to amend this Agreement in writing.

- a. CALEA standards of compliance matters;
- b. CAD access, to include data separation for Spring Hill;
- c. Administrative access to CAD software for audit report generating;
- d. AVL reporting system and GPS mapping audit access to include report generating capabilities;
- e. Administration rights to access 911 telephone call recording and copying capabilities;
- f. Non-emergency telephone call recording access and copying capabilities;
- g. Radio traffic recording access for all channels used by the City;
- h. TIBRS audit reporting access;
- i. CJ portal audit access;

- j. NCIC audit reporting access;
- k. Vehicle stop data entry location in CAD system report auditing access;
- l. Chat room reporting audit access; and
- m. Administrative access to dispatch telephone recordings.

8. **NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

9. **AUTHORITY TO ENTER INTO AGREEMENT.** This Agreement is made and entered into pursuant to the authority granted by the parties under the Interlocal Cooperation Act, T.C.A. 12-9-101, et. seq. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement. Each party shall appoint an employee to act as the point of contact for the purposes of this Agreement.

10. **NOTICE.** All notices under this Agreement shall be given in writing and addressed to the following persons:

To: Williamson County
Attn: Williamson County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

To: City of Spring Hill
Attn: City Administrator
199 Town Center Parkway
Spring Hill, TN 37174

To: Emergency Communications District
Attn: Bill Jorgensen
304 Beasley Dr.
Franklin, TN 37064

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

11. **MISCELLANEOUS.**

- a. **Relationship.** In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or

establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

c. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.

d. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

e. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

f. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

g. Assignment. The rights and obligations of this Agreement are not assignable.

h. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject

to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

i. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

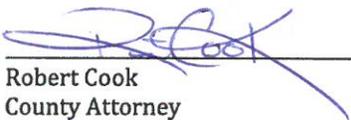
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Williamson County, Tennessee:

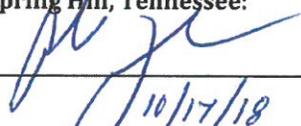
By: 

Date: 10/30/18

Approved as to form and legality:

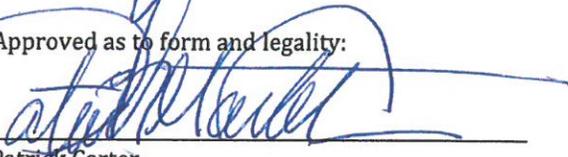

Robert Cook
County Attorney

City of Spring Hill, Tennessee:

By: 

Date: 10/17/18

Approved as to form and legality:

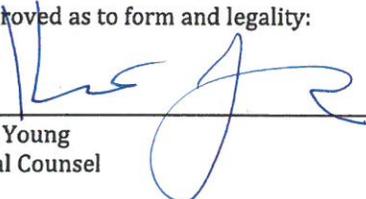

Patrick Carter
City Attorney

Williamson County Emergency Communications District:

By: 

Date: 10-19-18

Approved as to form and legality:


Ken Young
Legal Counsel



REQUEST: *Approval of Resolution 18-197*
SUBMITTED BY: Victor Lay, City Administrator
DATE: October 1, 2018
RE: INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE,
WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT AND THE
CITY OF SPRING HILL, TENNESSEE

PURPOSE:

To approve Resolution 18-197 to authorize the Mayor to execute the Interlocal Agreement between Williamson County Emergency Communications District and the City of Spring Hill.

BACKGROUND:

Several years ago, the City of Spring Hill, subsequent to the loss of then Mayor Ray Williams due to a heart attack and the responding ambulance driver not being familiar with the city subdivisions and roadway network, formed its own E-911 dispatch center and contracted with a private ambulance service for exclusive service to the city residents. That service has developed into an extremely responsive emergency dispatch system. Over time there have been occasional conversations about the efficiencies of consolidation with either Maury County E-911 or Williamson County E-911. However, those conversations were mostly brief due to the lack of communication and dispatch technology that would allow seamless service to all areas of the city regardless of the county a resident actually lived. That technological barrier has now been removed and the limitation no longer exists leading to further conversations in the last year.

From those conversations, BOMA directed staff to pursue a consolidation agreement with Williamson County due to its advancement in technology, investment in state-of-the-art infrastructure and the significant efficiencies derived from consolidation of government activity. Staff has spent most of the past year meeting with Williamson County E-911 to discern the issues with consolidation, determine solutions and develop an agreement that Williamson County and the City of Spring Hill could mutually embrace. This agreement then promotes the merging of E-911 operations into one organization while providing seamless dispatch coverage throughout all of Spring Hill at a level consistent with that of our own exclusive service.

FINANCIAL IMPACT:

Consolidation of the operations will have a lasting financial benefit to the City of Spring Hill at an estimated annual savings of \$300,000 - \$400,000 in operational dollars and even more in avoided future capital costs. There will be transition costs during the first year, however, as the city marries existing city technology to county technology and transitions employee benefits to a new agency.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 18-197 to authorize the Mayor the execute the Interlocal Agreement with Williamson County Emergency Communications District and the City of Spring Hill in order to capitalize on advances in technology, create new governmental efficiencies and create significant financial benefit while assuring the provision of seamless emergency dispatch services to the citizenry of Spring Hill.