

RESOLUTION 11-10

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE E-911 CONSOLIDATED EMERGENCY COMMUNICATION CENTER AGREEMENT.

WHEREAS, Robertson County, Tennessee, referred to herein as “the **County**”, the City of Springfield, Tennessee, referred to herein as “the **City**”, the Robertson County Emergency Communications District, referred to herein as “the **District**”, and concurred in by the Robertson County Sheriff, referred to herein as “the **Sheriff**”, did enter into a certain original Agreement dated December 22, 2005, later amended that Agreement on August 27, 2009, and both are herein referred to as “the Agreement” relative to consolidation of emergency communications and construction of a new Communications facility; and

WHEREAS, certain further changes in that Agreement are desired to reflect that the City of White House, Tennessee wishes to have the Communications Center dispatch all of their emergency communications, the White House Chief of Police will become a member of the User Board of said organization, and other changes as set forth.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of White House, meeting in regular session this the 21st day of July, 2011, as follows:

1. The City of White House, Tennessee Chief of Police shall be admitted as a member of the “User Group” pursuant to Section 2(H) in addition to the positions for the existing Robertson County Sheriff, Robertson County EMS Director, the Springfield Police Chief and the Springfield Fire Chief, thereby establishing 5 permanent positions in the User Group. The at-large position as described in the original Agreement remains unchanged for a total of 6 positions.
2. The City of White House acknowledges that the County and the City have previously entered into an Agreement by Resolution #051710039 of the County and Resolution #10-13 of the City, whereby certain County dispatch employees have been transferred to the City as City employees, with the County reimbursing the City under the terms of that Agreement.
3. The City of White House further acknowledges that the City of White House, Tennessee has similarly approved the transfer of certain White House City employees to the City as Springfield employees by White House Resolution #11-08 and City of Springfield Resolution #11-14.
4. The City of White House acknowledges that since the execution of the prior Agreements, the actual Communications Center referenced therein has been constructed, financed by bonds of the E-911 District, and is presently in operation and use as originally contemplated.

5. The Board of Mayor and Aldermen of the City of White House, Tennessee, hereby adopts and approves all those changes as set forth in the Second Amended Agreement attached hereto conditioned upon like approval by Springfield, Robertson County, the E911 District Board and concurred in by the Sheriff.

Approved this 21st day of July, 2011, to be effective on the date of its passage, the public welfare requiring it.



Michael Arnold, Mayor

ATTEST:



Amanda Priest, City Recorder

Second Amended E-911 Consolidated Emergency Communication Center Agreement

Parties

This E-911 Consolidated Emergency Communication Center Agreement ("the Agreement") is between and among the Robertson County Emergency Communications District ("**the District**"), a public corporation created pursuant to the Emergency Communications District Act (T.C.A. 7-86-101), Robertson County ("**the County**"), a political subdivision of the State of Tennessee, the City of Springfield, Tennessee ("**Springfield**"), a chartered municipality of the State of Tennessee and the City of White House, Tennessee ("**White House**"), a chartered municipality of the State of Tennessee , hereafter, the Parties.

Background

All Parties acknowledge that the District, the County, Springfield and the Sheriff have previously entered into an original agreement dated December 22, 2005 and later amended that agreement on August 27, 2009 regarding these matters, a copy of the original and first amended agreements attached as Exhibits "A" and "B" hereto. These original Parties acknowledge that since that last date, the Communications Center referenced therein has been built using the District's own issued bonds, is presently in operation, and that the County and Springfield have later entered into a separate Agreement dated May 18, 2010 whereby certain County Dispatch employees have been transferred to Springfield as Springfield dispatch employees with the County reimbursing Springfield for the cost of those employees.

The original Parties further acknowledge that White House has entered into an Agreement with Springfield to likewise transfer its dispatch employees to Springfield and to reimburse Springfield for those employees' cost pursuant to Resolution #11-08 approved by the White House governing body on May 19, 2011 and by Resolution # 11-12 approved by Springfield simultaneously with this Resolution.

The original Parties, together with White House, hereby adopt this Second Amended E-911 Center Agreement for the purpose of acknowledging the above facts, to make changes in the original agreement, to make White House a party to the original contract and to include the White House Police Chief as a member of the User Group.

Law

The Parties enter into this Agreement based upon their statutory and corporate powers, including, but not limited to, the provisions of the Intergovernmental Agreement Act at Tennessee Code Annotated (T.C.A.) Title 5, Chapter 1, Section 113), the Interlocal Cooperation Act (T.C.A. 12-9-101), as confirmed by T.C.A. 7-86-105 (b)(6).

Purpose

The Parties enter into this Agreement for, among other things, the purpose of establishing an E-911 Consolidated Emergency Communication Center so as to unify their resources in a manner to better assist emergency service agencies in the saving of lives and protection of property for all the citizens of Robertson County, whether they reside inside or outside of a municipality.

NOW, THEREFORE, BASED UPON THESE PREMISES, AND UNDER THE AUTHORITY OF THE LAWS CITED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Superceding Agreement

This Agreement merges, replaces, and supercedes any previous agreements or understandings between and/or among the Parties. Prior provisions may be indicated as “deleted”, “modified” or “unchanged”.

Section 2. Communications Center

A. Deleted

B. Deleted

C. Deleted

D. Deleted

E. Unchanged:

The parties acknowledge that the District’s principal revenue sources are those payments received from telephone surcharges authorized by Tennessee law for 911 services. The District has made acceptable arrangements with the Bond Purchaser to assign sufficient revenues from these payments for retirement of the principal and interest on the bonds, together with any expenses incurred. Further, the District represents that its anticipated revenues are sufficient to pay for all annual operating and maintenance expenses for the Center.

F. Modified as follows:

The Springfield Police Department, Springfield Fire Department, Robertson County Sheriffs Office, Robertson County EMS, White House Police Department and White House Fire Department will work together to facilitate the transfer of voice and data traffic as needed to avoid any interruption of E-911 service and to minimize inconvenience to the citizens of Robertson County.

G. Modified as follows:

The District shall have control of the newly constructed Center building, grounds and equipment. Coordination and scheduling regarding building use shall be accomplished with approval of the Communications Center Director reporting to the District Board. The Director shall keep same secure and not allow any use of the Center or grounds for purposes other than public safety and coordination.

H. Modified as follows:

The daily dispatch operations including the personnel of the Center shall be governed by the User Group which shall be comprised of the Robertson County Sheriff, Robertson County Emergency Medical Director, Springfield Police Chief, Springfield Fire Chief, White House Police Chief and a sixth person to be appointed at-large by the User Group. The at-large position shall be for a two-year term and shall be held by a full-time police or fire official from one of the other municipalities within Robertson County that has either a full-time police department or a full-time fire department.

I. Modified as follows:

The District shall be responsible for all operations and maintenance costs related to the Center building and grounds, including all repairs, utilities, janitorial services, building maintenance, property and liability insurance, equipment maintenance and service contracts, radio maintenance and service contracts and grounds maintenance. As to property and liability insurance, the District shall be the primary named insured with the other parties hereto named as additional insureds, and copies shall be furnished to all parties.

J. Modified as follows:

The County, Springfield and White House shall be responsible for all dispatcher costs including salaries and related benefits, in order to provide adequate staffing and operation of the center twenty-four (24) hours per day, seven (7) days per week. Over a period of time as the district's resources allow, the parties acknowledge an intent to possibly have the dispatch employees employed by the District itself.

Section 3. Legal Compliance

Modified as follows:

The District, County, Springfield and White House shall comply with all applicable federal, state, and local regulations.

Section 4. Annual Budget Process

A. Modified as follows:

The District and the User Group shall annually prepare a proposed budget

for operation of the Center. The proposed budget shall be for the fiscal year (FY) that begins that July 1 and ends June 30 of the following year. The Parties recognize that at present, the District and its revenues fund completely the Center building, equipment, grounds, maintenance and other expenses. The County, Springfield and White House are funding only the dispatch personnel.

- B. A budget for the Center operations will be effective when approved by the E-911 District Board.

Section 5. Funding Share and Minimum Support Level

Unchanged:

The District shall fully fund its annual financial obligations for debt service, operations and maintenance expenses consistent with the Revenue Standards of the Tennessee Emergency Communications Board (TECB), as may be amended from time to time.

Section 6. Term and Renewal

Unchanged:

This Agreement shall remain continuously in effect, unless renegotiated, terminated by the mutual consent of all the parties, or terminated by breach of the agreement by any party.

Section 7. Indemnification and Hold Harmless

- A. Modified as follows:

The County, Springfield and White House individually agree to defend, hold harmless and indemnify the District, the 911 Board, its members, employees and advisors ("the Protected Parties") from any liability arising out of the conduct of its own agents or employees. Each individual party shall be solely and completely responsible for any liability created or caused by its agents or employees and shall not be responsible for any liability created or caused by another party. The extent of the agreement to defend or indemnify another party shall be limited the tort limits liability amounts for each individual party, and not the cumulative amounts, set forth in the Tennessee Governmental Tort Liability Act, and this obligation of defense and indemnity is further limited by the lawful ability of each party to so indemnify other parties.

B. Modified as follows:

The District and the 911 Board agree to defend, hold harmless and indemnify the County, Springfield and White House, their elected members, employees and advisors ("the Protected Parties") from any liability arising out of the conduct of its own agents or employees. Each individual party shall be solely and completely responsible for any liability created or caused by its agents or employees and shall not be responsible for any liability created or caused by another party. The extent of the agreement to defend or indemnify another party shall be limited the tort limits liability amounts for each individual party, and not the cumulative amounts, set forth in the Tennessee Governmental Tort Liability Act, and this obligation of defense and indemnity is further limited by the lawful ability of each party to so indemnify other parties.

Note: previous "C" was deleted

C. (Formerly "D") Unchanged

The protection afforded the Protected Parties is not intended and may not be construed as any waiver of immunities and limitations of liability as elsewhere exist, specifically including T.C.A. 29-20-101 et seq.

Section 8. Force Majeure

Unchanged

The parties to this agreement shall not be held in default, or in noncompliance with the provisions of this agreement, where such noncompliance or alleged defaults occurred or were caused by acts of God; labor disputes; governmental, administrative or judicial order or regulation; or other event that is reasonably beyond the ability of each party to anticipate or control. Due to the critical importance of the emergency services provided under this agreement, each individual party shall use all deliberate speed to restore any interruption in its operations or services, caused by events out of its control, in order to meet its obligations under this agreement.

Section 9. Non-Discrimination

Modified as follows:

The District, County, Springfield and White House shall not illegally discriminate in any manner and will observe all laws, specifically including those relating to employment, so that no person, otherwise qualified, is denied an opportunity to be considered for employment, nor shall

preference be given to any employee except on the basis of merit and/or qualification.

Section 10. Severability

Unchanged

If any court of competent jurisdiction should declare any part of the Agreement void, illegal, or otherwise ineffective, such provisions shall be severed and the Agreement shall otherwise remain in effect according to its remaining terms and provisions, unless the severed portion is so material as to substantially alter the balance of interests expressed in the Agreement, in which event the Agreement shall fail and be of no effect, excepting the provisions hereof regarding Indemnification and Hold Harmless, above, which shall not be affected.

Section 11. **Amendment**

Modified as follows:

This Agreement may only be amended in writing. To be effective, any amendment must be approved by the County, Springfield, White House, and the District.

Section 13. Effective Date

Unchanged

The Agreement shall be effective according to its terms upon signing by all the Parties.

SIGNED THIS _____ DAY OF _____ 2011:

FOR ROBERTSON COUNTY:

FOR CITY OF SPRINGFIELD:

COUNTY MAYOR

CITY MAYOR

ATTEST:

ATTEST:

FOR THE DISTRICT:

FOR CITY OF WHITE HOUSE:

CHAIRMAN

CITY MAYOR

ATTEST:

ATTEST: