

RESOLUTION 17-88

**INTERLOCAL AGREEMENT BETWEEN MAURY COUNTY EMERGENCY
COMMUNICATIONS DISTRICT AND SPRING HILL EMERGENCY
COMMUNICATIONS DEPARTMENT
SPRING HILL, TENNESSEE**

THIS AGREEMENT is made and entered into by and between MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT (hereinafter referred to as "ECOM") and the SPRING HILL EMERGENCY COMMUNICATIONS DEPARTMENT (hereinafter referred to as "SHECD") and subject to the following premises, terms and conditions:

WHEREAS, ECOM has the authority to provide dispatch operations for emergency vehicles in Maury County; and,

WHEREAS, ECOM does not currently dispatch any first response disciplines into the City of Spring Hill; and

WHEREAS, SHECD currently provides dispatch operations and wishes to continue to provide dispatch operations for the City of Spring Hill; and

WHEREAS, SHECD currently receives all landline 911 calls within the City of Spring Hill and requests to expand to 911 Wireless and VOIP calls as well; and

WHEREAS, SHECD and ECOM have determined it to be in the best interest of the citizens of Spring Hill, Maury County and the respective parties hereto to enter into the proposed Interlocal Agreement.

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

1. Purpose. SHECD agrees to provide dispatch services for the geographic area defined as Spring Hill City Limits, Maury County.

2. 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*, Tenn. Code Ann. §12-9-101, *et seq.*, and 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.

3. Term. This Agreement shall be effective from September 1, 2017, to August 31, 2018, and shall automatically be renewed for one (1) year terms unless one party shall notify the other in writing of its decision to terminate the Agreement, which must be received at least sixty (60) days prior to the commencement of the new fiscal year.

4. Cost of Equipment. SHECD shall pay for all equipment repair and upgrades, including but not limited to, phone, radios, CAD, recorder, furniture, etc. SHECD will notify ECOM of any major changes in equipment protocol.

5. Major Equipment Outages. SHECD shall notify ECOM of any major equipment outages, failures, or missed calls to 911.

6. 911 Director. SHECD shall inform ECOM of any changes in 911 Director or Department Head. The 911 Directors shall be available to answer questions about how calls were handled after reviewing a call. Any questions shall be directed to the 911 Directors. ECOM will notify SHECD of any changes of their Director or Department Head.

7. Employment of Dispatchers. SHECD shall employ personnel deemed appropriate and sufficient to perform all dispatch functions required by those entities utilizing the dispatch. Such personnel shall meet all requirements under Tenn. Code Ann. §7-86-205.

8. Recording of Calls. SHECD shall maintain recording equipment that is capable of recording all calls.

9. Assistance of Backup Calls. SHECD shall assist ECOM and other participating cities in Maury County to provide back up support for incoming emergency calls.

10. Wireless Calls. SHECD shall assist ECOM in reporting and routing of cellular and other wireless calls.

11. Emergency 911 Calls. SHECD shall promptly dispatch all City Police, Fire and Medical calls in the City of Spring Hill's jurisdiction or promptly connect, reroute or transfer to the appropriate agency all calls that are not within the jurisdiction. ECOM will transfer all calls received for the City of Spring Hill to SHECD.

12. Call Volume. SHECD shall provide monthly reports with respect to call volume and the types of 911 calls to ECOM Director. Spring Hill shall be notified of dates and location of all 911 Board meetings for ECOM and shall be provided contact information for the 911 Board members.

13. Training Standards. SHECD shall maintain minimum training standards to be completed by all Telecommunicators. SHECD will maintain records on training throughout Telecommunicator employment and for three (3) years after employment.

14. Operational Review. Maury ECOM shall conduct a quarterly, or as needed, review of Spring Hill Communications operations in respect to reports, training, staffing, and adequacy of equipment functionality. A summary of findings will be provided to Maury ECOM Board and the city manager of Spring Hill.

15. Dispute Resolution. In the event a dispute or disagreement arises from the operations described herein, a dispute committee shall be formed consisting of the Spring Hill Mayor or his/her designee, the Chairman of the Board of Directors of ECOM or his /her designee and one (1) member to be mutually agreed upon to resolve said dispute through a nonbinding mediation. Thereafter, and as necessary, either party may seek any legal remedy available under the law.

16. 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 that particular part, term, or provision held to be invalid.

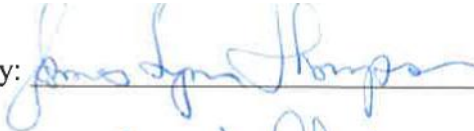
17. Choice of Law/Venue. This Agreement shall be construed under the laws of the State of Tennessee and the exclusive venue shall be the Circuit Court of Maury County.

18. 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 both parties.

This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by the Maury County Emergency Communications District Board and the City of Spring Hill Board of Mayor and Aldermen, and after obtaining **approval** pursuant to the requirements of the Interlocal Cooperation Act. This 10 day of July, 2017.

MAURY COUNTY EMERGENCY
COMMUNICATIONS DISTRICT

CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN

By: 

By: _____

Position: 

By: _____

SUBJECT: Maury County Interlocal Agreement

DATE: August 4, 2017

ATTENTION: Board of Mayor & Aldermen

DEPARTMENT HEAD: Brandi Arabie-Smith,
Emergency Communications Director



STAFF MEMORANDUM

OVERVIEW: *The presentation of an updated interlocal agreement between Maury County Emergency Communication District and Spring Hill Emergency Communications Department.*

Since I have become Director, one of our centers goals, was to start receiving all of our 911 calls, not just landlines. This would cut down tremendously on the amount of times callers have to be rerouted to our agency. It would also improve customer service because the caller would not have to explain their situation to several telecommunicators in an emergency situation.

After many conversations and meetings, on December 13, 2016 we moved from the Williamson County cell towers where the majority of the calls would originate in our city. This includes VoIP calls as well. Now, when a caller on the Williamson County side of Spring Hill calls E9-1-1, no matter the method- landline, wireless, or VoIP, they will usually get our agency first. This was a huge first step.

Tonight, after many more conversations, we have a new interlocal agreement that has been presented to us by Maury County Emergency Communications District that will in fact begin the same process on the Maury County side of Spring Hill. With the approval of this Interlocal Agreement, which Mr. Carter has reviewed and approved, we will be able to start the process of obtaining all phone calls on the Maury County side of the City.

I have included a copy of the old Interlocal agreement for review and am in full agreement of supporting the implementation of this new agreement. We did offer to implement and even drew up a new interlocal agreement with Williamson County last year, but they were not interested in pursuing any changes.

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

THIS AGREEMENT is made and entered into by and between MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT, (hereinafter referred to as "E911") and the City of Spring Hill, (hereinafter referred to as "City") and subject to the following premises, terms and conditions:

WHEREAS, E911 has the authority to provide dispatch operations for emergency vehicles in Maury County; and,

WHEREAS, The City desires to provide dispatch operations and is willing to enter into an agreement to achieve economic savings and greater efficiency of operations; and

WHEREAS, The City and E911 desire that the arrangement for permitting the City to receive 911 calls within the City and to dispatch emergency personnel within the City will involve the installation of certain equipment, and will involve certain cost, which the City agrees to pay in its entirety; and

WHEREAS, City and E911 have determined it to be in the best interest of the citizens of Maury County and the respective parties hereto.

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

- 1. Purpose.** City agrees to provide dispatch services for the geographic area defined by the boundaries of the Maury County Emergency Communications District.
- 2. 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., and the parties agree that all approvals and files required by the terms of said act shall be achieved as soon as possible from and after the execution of this agreement.
- 3. Term.** This agreement shall be effective from MAY 28, 2003 to MAY 28, 2008, and shall automatically be renewed for one (1) year terms unless one party shall notify the other in writing of its decision to terminate the agreement, which must be received at least sixty (60) days prior to the commencement of the new fiscal year.

- 4. Costs of Equipment.** The City agrees to pay for all equipment and office furniture. The City shall seek approval from E911 before purchasing such equipment to ensure its compatibility with E911's equipment. Should E911 determine that the proposed equipment is not compatible with E911's system, then City agrees to seek alternative equipment that is compatible with E911's system.
- 5. Installation of Equipment.** The City agrees to remain responsible for cost of labor and materials relating to the installation of the Equipment.
- 6. Insurance on Equipment.** City agrees to acquire, at its own cost, insurance for the equipment against casualty loss in an amount sufficient to repair or replace the equipment should such equipment be lost or damaged. The City agrees to provide E911 with a copy of the insurance certificate evidencing the amount of insurance. City agrees not to cancel the insurance policy without first obtaining written permission from E911.
- 7. Location of Dispatch Services.** The dispatch services will be performed on premises owned and controlled by the City.
- 8. Employment of Dispatchers.** City shall employ, or cause to be employed, such personnel as City deems appropriate and sufficient to perform all dispatch functions required by those entities utilizing the dispatch. Such personnel shall be employees of the City and shall be subject to the supervision of the City, or such other person or persons as the City shall designate. Such personnel shall be paid wages by the City and shall receive such other benefits and prerequisites of employment as is customary of all other city employees. Such personnel shall be subject to the rules, regulations and conditions of employment of City. City shall be responsible for establishing salary levels of the employees.
- 9. Data Base Management.** The parties recognize the urgency of a single data base that is kept up to date and is managed by E911. Therefore, the City agrees to the following:
 - a) The City agrees to use due diligence and to report promptly all data base errors and numbering problems as they are discovered;
 - b) The City agrees to cooperate and assist E911 in every reasonable way in the maintenance and use of the data base.
 - c) The City agrees to use the information in the data base for the express and limited purpose of responding to emergency 911 calls. The City agrees that any information obtained from the data base is confidential and shall not be distributed to any third party. Shall the City violate this sub-clause 9(c), then City agrees to hold E911 harmless for any such violation and indemnify E911 for any loss that may arise from such violation.

- 10. Recording of 911 Calls.** The City agrees to purchase, at no cost to E911, recording equipment that is capable of recording all calls. City agrees that before City purchases any recording equipment, City first obtain assurances from E911 that the recording equipment is compatible with the recording system used by E911.
- 11. Assistance in Backup Calls.** City agrees to participate in an arrangement with E911 and other participating cities in the county to provide back up support for incoming emergency calls.
- 12. Wireless Calls.** The City agrees to assist E911 in reporting and routing of cellular and other wireless calls.
- 13. Handling of Emergency 911 Calls.** The City agrees to promptly dispatch all City Police and Fire calls within its jurisdiction or to promptly connect, re-route or transfer to the appropriate agencies all calls that are not within City's jurisdiction. City agrees that it shall comply with the standard operating procedures established by the appropriate applicable agencies within its jurisdiction and outside of its jurisdiction.
- 14. Regulations and ADA Requirements.** City agrees to strictly abide by all federal regulations, state regulations, and county and city ordinances in regards to the operations of the dispatch station. City further agrees to strictly adhere to the regulations as they relate to the Americans with Disability Act that are imposed on E911. It is agreed by the parties that City's compliance with any such regulations will not be incumbent upon E911 to notify and inform the City of the existence of any regulations.
- 15. Training Standards.** City agrees to establish minimum training standards to be completed by all dispatchers. City agrees that these standards shall either be the same as E911 training standards or stricter than the current E911 training standards. The City agrees to maintain records evidencing the training of each dispatcher on file while they are employed as a dispatcher and for three years after such employments may terminate.
- 16. Policies and Procedures for Receiving Emergency 911 Calls.** City agrees to implement policies and procedures that are developed by E911 or approved by E911 regarding incoming Emergency Calls.
- 17. Dispute Resolution.** In the event of dispute or disagreement arising from the operations related herein, a dispute committee shall be formed consisting of one (1) member appointed by the City Mayor, one (1) member appointed by the Chairman of the Board of Directors of E911, and one (1) member to be mutually agreed upon to resolve said dispute. The decisions of the committee shall be binding on the parties.

18. Severability. The parties agree that if any part, term, or provision of this contract 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 contract did not contain the particular part, term, or provision held to be invalid.

19. Choice of Law. This agreement shall be construed under the laws of the State of Tennessee.

20. Entire Agreement. This agreement represents the entire agreement between the parties and supercedes 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 both parties.

This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by the Maury County Emergency Communications District Board of Directors, and the City of Spring Hill, Tennessee, and after obtaining appropriate approval pursuant to the requirements of the Interlocal Cooperation Act. This 28th day of MAY, 2003.

MAURY COUNTY EMERGENCY
COMMUNICATIONS DISTRICT

CITY OF SPRING HILL

By: Eddie Floyd

By: Ray Williams

Position: Chairman - 911 Board

Position: MAYOR

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, RAY WILLIAMS, who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witnessed my hand, at office, this 28th day of May, 2003.

Jesse O. Marshall
NOTARY PUBLIC

My Commission Expires: 5-17-04

STATE OF Tennessee

COUNTY OF MAURY

Personally appeared before me, EDDIE FLOYD, who
acknowledged that he/she executed the within instrument for the purposes therein
contained.

Witnessed my hand, at office, this 30 day of May, 2003.

Alan Carbaugh
NOTARY PUBLIC

My Commission Expires: 11-21-2006