
**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE, AND THE CITY OF FRANKLIN, TENNESSEE
COF Contract No 2016-0046**

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 FRANKLIN, 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 within its Police Department, that includes 14 dispatcher positions; and

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

WHEREAS, the ECD, in 1988 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 circumstances.

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 shall be on a date agreed by the parties but in no event shall begin after July 1, 2016.

b. Salary.

- i. The City shall pay the ECD for 14 dispatch positions. For those filled positions, the City will pay to the ECD an amount equal to the annual salary for each position at the salary rate the Employees are earning as of the date this Agreement is signed by all parties. In addition, the City shall also pay to the ECD an amount equal to the annual salary of a position salaried at \$16.24 per hour for each vacant communication officer position transferred to the County. The City shall pay the full amounts due to the ECD for the communication officer positions prior to the 1st day of August of the fiscal year.
- ii. The County shall pay each Employee transferring, an amount equal to the hourly rate the Employee is earning as of the date this Agreement is signed by all parties. The ECD agrees to 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.

c. 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 after thirty (30) continuous days from the date of employment with the

County. The City will provide dental, health and life insurance benefits for the Employees during the thirty (30) initial days with the County

d. Length of Service. The County shall incorporate the time each Employee has with the City 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.

e. Vacation/Sick Leave.

- i. The City shall pay each Employee for vacation days accrued with the City prior to June 30, 2016. The Employees will begin accruing time with the County as of July 1, 2016.
- ii. The County agrees to make a good faith effort, consistent with operational need and supervisor discretion, to accommodate vacation requests that were approved prior to July 1, 2016, but that are scheduled to occur after July 1, 2016.
- 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 the sick time he/she accrued as an employee of the City as of June 30, 2016. 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.
- 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.

f. 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.

g. Raises. Employees shall be eligible for across the board raises provided to other County employees beginning after fiscal year 2017-2018. 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 2017-2018, 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 July 1, 2016, and continuing for two (2) additional fiscal years ending on June 30, 2018, the City shall pay to the ECD an amount equivalent to the salary-only portion for all Employees and an amount equal to the annual salary of all transferring positions salaried at \$16.24 per hour for each vacant communication officer position, which will total fourteen (14) dispatch positions. 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, 2018 and continuing until June 30, 2021, but in no case shall the City's contribution exceed the City's contribution 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 communication 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.

- i. CALEA standards of compliance matters;
- ii. CAD access, to include data separation for Franklin PD jurisdiction;
- iii. Administrative access to CAD software for audit report generating;
- iv. AVL reporting system and GPS mapping audit access to include report generating capabilities;
- v. Administration rights to access 911 telephone call recording and copying capabilities;

- vi. Non-emergency telephone call recording access and copying capabilities;
- vii. Radio traffic recording access for all channels used by the City;
- viii. TIBRS audit reporting access;
- ix. CJ portal audit access;
- x. NCIC audit reporting access;
- xi. Vehicle stop data entry location in CAD system report auditing access;
- xii. Chat room reporting audit access; and
- xiii. 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.

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 Franklin

Attn: City Administrator
103 3rd Avenue South
Franklin, TN 37064

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: _____

Approved as to form and legality:

Robert Cook
County Attorney

City of Franklin:

By: _____

Date: _____

Attest:

By: _____

Date: _____

Approved as to form and legality:

Shauna R. Billingsley
City Attorney

Williamson County Emergency Communications District

By: _____

Date: _____

Approved as to form and legality:

Ken Young
Counsel