

**CITY OF RIDGETOP, TENNESSEE**

**RESOLUTION NO 20-05**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF RIDGETOP, TENNESSEE AND ROBERTSON COUNTY, TENNESSEE AND THE EMERGENCY COMMUNICATION DISTRICT OF ROBERTSON COUNTY, TENNESSEE IN REFERENCE TO THE CITY OF RIDGETOP'S PRO-RATA CONTRIBUTION TO THE FUNDING OF EMERGENCY DISPATCH BY THE DISTRICT FOR EMERGENCY RESPONDING PERSONNEL AND SERVICES.**

**WHEREAS**, the City of Ridgetop and Robertson County, Tennessee and the Robertson County Emergency Communication District have maintained a great working relationship for many years; and

**WHEREAS**, it would be advantageous and necessary for the City of Ridgetop and its citizens to continue to receive emergency responding personnel dispatch services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF RIDGETOP THAT THE INTER-LOCAL AGREEMENT IDENTIFIED AS EXHIBIT 1 OF THIS RESOLUTION IS APPROVED AND EXECUTED.**

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF THE CITY OF RIDGETOP REQUIRING IT.**

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**MAYOR TONY REASONER**

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**CITY RECORDER  
APPROVED AS TO FORM AND LEGALITY**

**Adopted: 7/21/2020**

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**CITY ATTORNEY**

**INTERLOCAL AGREEMENT BETWEEN THE E911 EMERGENCY  
COMMUNICATION DISTRICT OF ROBERTSON COUNTY, TENNESSEE, AND  
ROBERTSON COUNTY, TENNESSEE, THE CITY OF SPRINGFIELD, TENNESSEE,  
THE CITY OF WHITE HOUSE, TENNESSEE, THE CITY OF ADAMS, TENNESSEE,  
THE CITY OF RIDGETOP, TENNESSEE, THE CITY OF CROSS PLAINS,  
TENNESSEE, THE CITY OF ORLINDA, TENNESSEE, THE TOWN OF  
COOPERTOWN, TENNESSEE, AND THE CITY OF GREENBRIER, TENNESSEE.**

This Joint Agreement made and entered into between the E911 Emergency Communications District of Robertson County, Tennessee, a corporate body politic organized pursuant to the provisions of Tennessee Code Ann. 7-86-105 (hereinafter referred to as "**The District**"); Robertson County, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**The County**"); The City of Springfield, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Springfield**"); The City of White House, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**White House**"), the City of Adams, a political subdivision of the State of Tennessee (hereinafter referred to as "**Adams**"), the City of Ridgetop, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Ridgetop**"), the City of Cross Plains, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Cross Plains**"), the City of Orlinda, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Orlinda**"), the Town of Coopertown, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Coopertown**"), and the City of Greenbrier, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Greenbrier**"),

WHEREAS, dispatch operations of police, fire and emergency personnel in Robertson County have been studied and discussed for the last several years, and

WHEREAS, currently, the District provides such dispatch services by Interlocal Agreement (the Agreement"), utilizing the District facilities and equipment located at 115 Pinnacle Drive, Springfield, Tennessee; and

WHEREAS, previously only the County, Springfield, and White House have been in Contract with the District, and it is the intent of this new Agreement to add other cities located within the County, being Adams, Ridgetop, Cross Plains, Orlinda, Coopertown, and Greenbrier, such that the District will also be engaging in contract dispatching for these additional cities for each cities' own emergency responding personnel; and

WHEREAS, absent such Agreements, the District has no authority of its own to dispatch emergency responders, and further absent such agreement, any governmental entity within the County that desires to have its own emergency response would be obligated to establish and fund its own separate dispatch operation; and

WHEREAS, the most recent Contract between the original parties was effective for a period beginning on September 1, 2014, and such Contract has been renewed annually since then, with the last renewal attached hereto as Exhibit "1" and to terminate by its terms on June 30, 2020; and

WHEREAS, based upon further discussion among all parties, with input from representatives of the County Technical Assistance Service (CTAS), and the Municipal Technical Advisory Service (MTAS), the parties have agreed that for a period beginning July 1, 2020, the cities of Adams, Coopertown, Cross Plains, Greenbrier, Orlinda, and Ridgetop, will join in this Interlocal Agreement and will contribute pro-rata to the funding of emergency dispatch by the District for their own emergency responders, using the recommended CTAS-MTAS cost allocation formula ("the formula");

NOW, THEREFORE, the parties agree as follows:

1. The term of this initial Agreement is for a one (1) year period, beginning July 1, 2020 and ending June 30, 2021. The terms of future renewals based upon joint agreement of the parties will be on a 12 month fiscal year basis, beginning July 1st of each year.

2. During this term of this Agreement, and any renewal, the District agrees to provide for the dispatching of the respective governmental entity fire services, law enforcement services, emergency medical and other emergency services as provided within the jurisdictions of the participating governmental entities, twenty-four (24) hours a day, seven (7) days a week.

3. Cost allocation as set forth herein shall be based on the current CTAS- MTAS, formula, referred to herein as the "formula payment". As compensation for the emergency dispatch services provided for the initial term of this Agreement, each above named governmental entity would

normally pay by formula the designated amounts to the District as set forth in the attached Exhibit “2”.

4. Realizing that Robertson County will pay less than before by the contribution of each participating City to fund their own emergency responder dispatch, the County has agreed to contribute back to the Dispatch budget for only the fiscal year 2020-21, on behalf of all participating cities, one-half (1/2) of its savings as a result of the new formula and the other cities participation, BUT with each participant to pay their full share of their formula dispatch costs to the District for the following fiscal year of 2021-22 as set forth on the attached Exhibit “3”.

5. The parties therefore agree that upon joint renewal of this Agreement for the fiscal year 2021-22, that the parties will use “the same formula” to determine the amount payable by each participant, and that the County will pay only its true formula amount. The budget costs for each upcoming prospective fiscal year shall be established by the District and presented to each entity by April 15th of each year, using the dispatch information available for the 12 months preceding April 1st of that year, to allow each entity to establish that amount in their upcoming fiscal year budget which would take effect July 1<sup>st</sup>, and to renew this Agreement by action of their respective governing body each year.

6. The dispatch services referenced above shall be provided by the District using its own employees who are subject to being hired, disciplined and terminated by the District and who are compensated as employees of the District out of its annual budget for the fiscal year 2020- 2021 and for each fiscal year thereafter for any annual renewal of this Agreement.

7. Neither the District or any of the contracting entities will withdraw from this Agreement during any contract year without first giving prior 6 months written notice to all other contracting parties. In the event any of the participating cities withdraws after the first year, such City will owe back to the County its “savings” as a result of the County contribution during the first year, to be paid back by September 1<sup>st</sup>, 2021.

8. The parties further agree that the purpose of this Interlocal Agreement is to comply with E911 Revenue Standard Number 21 adopted by the Tennessee Emergency Communication Board pursuant to the authority granted by TN. Code Ann. 7-86-306(9) and to comply with the provisions of Tenn. Code. Ann. 12-9-101, et seq., regarding Interlocal Agreements between local governmental

units.

9. The parties acknowledge their joint intent that this new Interlocal Agreement would have an effective date of July 1, 2020 to coincide with the ending date of the last renewal ending June 30, 2020. However, the parties also acknowledge that this Agreement must be executed by the County, the District, and each of the participating cities designated herein, and that all of these participants have not taken official action to execute this Agreement by June 30, 2020. The County, the City of Springfield, and the City of White House will make their same payment as made in June, 2020 to the District for the month of July, 2020, in order to allow the dispatch services to continue for all parties. It is expected that each governmental entity that intends to be a participant will have officially authorized and funded such participation by August 1, 2020, such that on that date, billings will be sent to all participants, with such billings including their regular payment for August, plus for the new city participants, a payment in arrears for the month of July that has been made by the County, Springfield and White House on their behalf. As between the County, White House and Springfield, they will “settle up” with each other on August 1, 2020 per the terms of this Agreement.

These amounts are payable monthly, beginning July 1, 2020, by each entity to the District during the term of this Agreement. Each monthly installment will be billed to the respective entity on the first day of each month with payment due no later than the tenth day.

IN WITNESS WHEREOF, each party has caused this Interlocal Agreement to be executed by an authorized person on the date indicated by his or her name.

**ROBERTSON COUNTY, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM A. VOGLE, County Mayor

**THE EMERGENCY COMMUNICATIONS  
DISTRICT OF ROBERTSON COUNTY:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BRUCE DEAN, Chairman

**CITY OF SPRINGFIELD, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ANN SCHNEIDER, Mayor

**CITY OF WHITE HOUSE, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL ARNOLD, Mayor

**CITY OF ADAMS, TENNESSEE:**

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
MARY MANTOOTH, Mayor

**CITY OF RIDGETOP, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
TONY REASONER, Mayor

**CITY OF CROSS PLAINS, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BARRY FAULKNER, Mayor

**CITY OF ORLINDA, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
RICKY STARK, Mayor

**TOWN OF COOPERTOWN, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
GLEN GUYOR, Mayor

**CITY OF GREENBRIER, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BONNETTE DAWSON, Mayor

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RENEWAL INTERLOCAL AGREEMENT BETWEEN THE E911 EMERGENCY  
COMMUNICATION DISTRICT OF ROBERTSON COUNTY, TENNESSEE, AND  
ROBERTSON COUNTY, TENNESSEE, THE CITY OF SPRINGFIELD,  
TENNESSEE AND THE CITY OF WHITE HOUSE, TENNESSEE

This Joint Renewal Agreement made and entered into between the E911 Emergency Communications District of Robertson County, Tennessee, a corporate body politic organized pursuant to the provisions of Tennessee Code Ann. 7-86-105 (hereinafter referred to as "The District") Robertson County, Tennessee, a political Subdivision of the State of Tennessee (hereinafter referred to as "The County"); The City of Springfield, Tennessee, a political subdivision of State of Tennessee (hereinafter referred to as "Springfield"); and The City of White House, Tennessee, a political subdivision of State of Tennessee (hereinafter referred to as "White House").

WHEREAS, dispatch operations of police, fire and emergency personnel in Robertson County have been studied and discussed for the last several years, including the prior formation of a Joint Study Committee consisting of representatives from the District, Springfield, White House and the County; and

WHEREAS, all parties reached a prior Agreement to enter into a true consolidated dispatch operation such that all dispatchers will be employees of the District and be under the supervision and direction of the District Director and the E911 District Board with that Initial Agreement effective for the period of September 1, 2014 through June 30, 2015 and the prior renewal of the original Agreement being from July 1, 2018 to June 30, 2019; and

WHEREAS, the parties wish to renew the Initial Agreement for a new 12 month period as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. The term of this Renewal Agreement is for a 12 month period, beginning July 1, 2019 and ending June 30, 2020.



2. During this term of this Agreement, the District agrees to provide for the dispatching of the respective governmental entity fire services, law enforcement services, emergency medical and other emergency services as provided within their jurisdictions, twenty-four (24) hours a day, seven (7) days a week, for the duration of this Agreement. In the case of the County, this will also include other entity dispatch services for which the County has assumed prior responsibility.
3. Cost allocation as set forth herein shall be based on percentage of emergency and non-emergency calls for service. As compensation for the emergency dispatch services provided for the initial term of this Agreement, the County, Springfield and White House will pay the following designated amounts to the District,

The County - \$938,498.75 is 62.5% of salary and benefits for all dispatch personnel and is payable in the amount of \$78,208.23 per month;

Springfield - \$327,348.36 is 21.8% of salary and benefits for all dispatch personnel and is payable in the amount of \$27,279.03 per month;

White House - \$235,750.88 is 15.7% of salary and benefits for all dispatch personnel and is payable in the amount of \$19,645.90 per month;

These amounts are payable by each entity to the District during the term of this Agreement in equal monthly installments as set forth above. Each monthly installment will be billed to the respective entity on the first day of each month and due no later than the tenth day.

4. The parties agree that upon joint renewal of this Agreement for succeeding years, the parties will use the same sharing percentage of the proposed District budget as the beginning percentages for the current year unless the percentage of calls for service changes or the District dispatch budget changes. Any renewal agreement shall be approved by all the respective entities and the District. To the extent possible, the budget

costs for each upcoming prospective fiscal year shall be established by the District and presented to each entity by April 15th of each year, using the dispatch information available for the 12 months preceding April 1<sup>st</sup> of that year, to allow each entity to establish that amount in their upcoming fiscal year budget which would take effect July 1<sup>st</sup> and to renew this Agreement by action of their respective governing body, understanding that the County budget is usually not final and approved until after this renewal date.

5. The dispatch services referenced above shall be provided by the District using its own employees who are subject to being hired, disciplined and terminated by the District and who are compensated as employees of the District out of its annual budget for the fiscal year 2019-2020 and for each fiscal year thereafter for any annual renewal of this Agreement.
6. Neither the District nor any of the contracting entities will withdraw from this Agreement during any contract year without first giving prior 6 months written notice to all other contracting parties.
7. The parties further agree that the purpose of this Interlocal Agreement is to comply with E911 Revenue Standard Number 21 adopted by the Tennessee Emergency Communication Board pursuant to the authority granted it by Tenn. Code Ann. 7-86-306(9) and to comply with the provisions of Tenn. Code. Ann. 12-9-101, *et seq.*, regarding Interlocal Agreements between local governmental units.

IN WITNESS WHEREOF, each party has caused this Interlocal Agreement to be executed by an authorized person on the date indicated by his or her name.

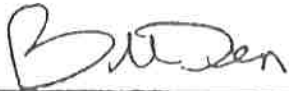
**ROBERTSON COUNTY, TENNESSEE**

Date: June 18, 2019

By: William "Billy" Vogle  
William "Billy" Vogle  
Its: County Mayor

**THE EMERGENCY COMMUNICATIONS  
DISTRICT OF ROBERTSON COUNTY**

Date: 6-28-19

By:   
Bruce Dean  
Its: Chairman

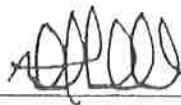
**CITY OF SPRINGFIELD, TENNESSEE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ann Schneider  
Its: Mayor


**CITY OF WHITE HOUSE, TENNESSEE**

Date: 7/18/19

By:   
Michael Arnold  
Its: Mayor


THE EMERGENCY COMMUNICATION  
DISTRICT OF ROBERTSON COUNTY

Date: August 25, 2014

By:   
Kathy Spears  
Its: Chairman


CITY OF SPRINGFIELD, TENNESSEE

Date: August 27, 2014

By:   
Billy P. Cameal  
Its: Mayor

CITY OF WHITE HOUSE, TENNESSEE

Date: August 21, 2014

By:   
Michael Arnold  
Its: Mayor

# 7  
MTAS CTAS FORMULA

Robertson County Consolidated Dispatch Budget Proposal

Robertson County	# of calls	% of calls	Population	% population	Budget
Sherriff's Office	37,560				
EMS	9,869				
EMA	272				
Animal Control	697				
N Robertson Fire	396				
White House Comm	482				
Pleasant View	<u>915</u>				
	30,191	51.31%	27,353	38.33%	\$ 701,373
<b>Springfield</b>					
Police	20,857				
Fire	3,102				
Gar	<u>360</u>				
	24,259	25.05%	16,440	21.04%	\$ 574,584
<b>White House</b>					
Police	12,873				
Fire	1,207				
	<u>14,080</u>	14.54%	11,600	16.25%	\$ 239,749
<b>Greenbrier</b>					
Police	4,913				
Fire	<u>524</u>				
	5,437	5.61%	6,313	9.01%	\$ 113,334
<b>Coopertown</b>					
Police	<u>2,257</u>				
	2,257	2.33%	4,278	5.99%	\$ 64,812
<b>Cross Plains</b>					
Fire	<u>238</u>				
	238	0.24%	1,714	2.40%	\$ 20,397
<b>Ridgeway</b>					
Fire	<u>166</u>				
	166	0.17%	2,054	2.88%	\$ 23,744
<b>Orinda</b>					
Fire	<u>123</u>				
	123	0.13%	839	1.20%	\$ 10,409
<b>Adams</b>					
Fire	<u>101</u>				
	101	0.10%	613	0.89%	\$ 7,718
Totals	96,856	100%	71,363	100%	\$ 1,557,286
					Budget \$ 1,557,235

24000 4 3

AMOUNT DUE AFTER CREDIT

Robertson County Consolidated Dispatch Budget Proposal Per MTAS-CTAS Worksheet

	Budget	Dollar Amt of Adjustment	Amount Due
Robertson County	701,973.00	118,263.00	820,236.00
Springfield	374,384.00	(51,751.88)	322,632.12
White House	239,749.00	(33,149.12)	206,599.88
Greenbrier	113,894.00	(15,752.63)	98,141.37
Coopertown	64,818.00	(8,964.34)	55,853.66
Cross Plains	20,597.00	(2,850.14)	17,746.86
Ridgetop	23,744.00	(3,287.71)	20,456.29
Orlinda	10,409.00	(1,442.81)	8,966.19
Adams	7,718.00	(1,064.37)	6,653.63
Total	1,557,286.00	(0.00)	1,557,286.00

Robertson County savings is \$236,526. 1/2 to county 1/2 prorated to Cities (\$118,263)