

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT TO THE INTER-LOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in July, 2014 the board approved a resolution authorizing the mayor to sign an interlocal agreement with the Kingsport Emergency Communications District (KECD) establishing the terms and conditions by which each entity shall provide facilities, services, and employees necessary to operate and maintain communication services for both the KECD and city (Res. No. 2015-113); and

WHEREAS, since execution of the July, 2014 agreement various amendments and supplemental agreements have been entered into to address operations, personnel, and financial needs of KECD and the city (see Res. No. 2017-140, Res. No. 2018-010, Res. No. 2020-152, Res. No. 2024-136, Res. No. 2025-013); and

WHEREAS, last year a subcommittee of KECD performed a study of possible solutions to reduce operational stressors and therefore improve dispatcher retention and performance; and

WHEREAS, a public educational campaign, implementation of a call priority routing system, and removal of non-communications duties from dispatchers were identified as efforts which the city could assist with to reduce operational stressors; and

WHEREAS, city staff agreed they could assist with these efforts, which have already been implemented; and

WHEREAS, in addition, recommendation was made to hire a full time dedicated manager in lieu of a sworn officer charged with management responsibilities for KECD; and

WHEREAS, as consideration for City's performance KECD agreed to increase its financial contribution to \$433,319 plus one-half of the salary and benefits costs for the new dedicated manager position; and

WHEREAS, it is recommended the board approve a supplemental agreement to the interlocal agreement to incorporate these changes.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Supplemental Agreement to the Third Amended Agreement with the Kingsport Emergency Communications District of the City of Kingsport is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements

of Article X, Section 10 of the Charter of the City of Kingsport, the Supplemental Agreement to the Third Amended Agreement with the Kingsport Emergency Communications District of the City of Kingsport and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

SUPPLEMENTAL AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND

THE EMERGENCY COMMUNICATIONS DISTRICT
OF THE CITY OF KINGSPORT, TENNESSEE

INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND PROCEDURES
FOR MUTUAL AID AND COORDINATION OF EMERGENCY COMMUNICATIONS SERVICE

THIS SUPPLEMENTAL AGREEMENT made and entered into as of June, 2025 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

WITNESSETH

WHEREAS, DISTRICT, by its Resolution adopted on June 19, 2025, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

WHEREAS, CITY, by its Resolution No. _____ - 2025, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

NOW, THEREFORE, the premises considered, the parties agree as follows:

SECTION A. That the Agreement be and hereby is amended by amending Paragraph a. to Section 4 relating to Employees, which said paragraph to read as follows:

4. Employees.

a. one (1) civilian position dedicated solely to 9-1-1, as Executive Director, to serve in an advisory capacity to the Board of Directors of DISTRICT; and, to supervise the operations of Central Dispatch to include training, scheduling of manpower, payroll, budget, etc., for a more closely supervised operation and to otherwise utilize enhanced management practices; and,

SECTION B. That the Agreement be and hereby is amended by amending Section 6 relating to Administrative Services, by adding new paragraphs, which said paragraphs to read as follows:

6. Administrative Services

CITY will immediately begin a public relations campaign to educate the public on the proper use of 246-9111 for non-emergencies, limiting the use of 9-1-1 to true emergencies. In cooperation with QTY's campaign, DISTRICT will coordinate with the State of Tennessee to implement best practices to authorize Telecommunicators to quickly reject and/or redirect non-emergency calls to 246-9111 and conserve resources for true emergencies.

CITY will arrange for an alternate method of non-emergency communication that is satisfactory to both parties and redirects non-emergency calls to 246-9111 for anything other than public safety away from the 9-1-1 Center using technology like a phone tree or perhaps a 3rd party call center or 3-1-1. Both parties acknowledge that non-emergency calls unrelated to emergency medical services, police or fire shall not be directed through the 9-1-1 Center.

CITY Police Department will discontinue using Telecommunicators to conduct detailed background checks. These time-consuming tasks require Telecommunicators to manage multiple screens simultaneously, diverting their attention, increasing the risk of errors, and contributing to heightened stress levels.

SECTION C. That the Agreement be and hereby is amended by amending Paragraph a. to Section 12 relating to Consideration, which said paragraph to read as follows:

12. Consideration.

a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The annual amount of such reimbursement shall be FOUR HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED NINETEEN AND 00/100's DOLLARS (\$433,319.00). The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.

SECTION D. That the Agreement be and hereby is amended by adding a new paragraph, to Section 12 relating to Consideration, to be numbered d., which said paragraph to read as follows:

12. Consideration.

d. Additional payment for a salary supplement for civilian Executive Director position, of up to fifty percent (50%) of the total cost of salary and benefits, increasing annually following the city's pay plan.

IN WITNESS WHEREOF, the parties have executed this supplemental agreement as of the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 7th day of April, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY