

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE SECOND AMENDED 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; and

WHEREAS, it appears to City and KECD this reimbursement amount may not represent the actual expenses incurred by City for providing the aforementioned to DISTRICT; and

WHEREAS, to allow time for an appropriate study to assess the reasonable reimbursement, DISTRICT and CITY desire and agree to amend the Inter-Local Cooperation Agreement by increasing the reimbursement amount by \$100,000; and

WHEREAS, an amendment to the Second Amended Agreement is needed to change paragraph 12a regarding the reimbursement from the District to City.

Now therefore,

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

SECTION I. That the Amendment to the Second Amended Agreement to the Interlocal agreement with the 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 Amendment to the Second Amended Agreement to the Interlocal Agreement the 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:

AMENDMENT TO THE
SECOND AMENDED 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 AMENDMENT TO THE SECOND AMENDED AGREEMENT made and entered into as of the ___ day of July, 2024 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, pursuant to Paragraph 12a of the Inter-local Cooperation Agreement DISTRICT reimburses CITY for expenses incurred for leasehold premises, employees and administrative services out of the emergency telephone service charge; and

WHEREAS, it appears to CITY and DISTRICT this reimbursement amount may not represent the actual expenses incurred by CITY for providing the aforementioned to DISTRICT; and

WHEREAS, to allow time for an appropriate study to assess the reasonable reimbursement, DISTRICT and CITY desire and agree to amend the Inter-Local Cooperation Agreement by increasing the reimbursement amount by \$100,000; and

WHEREAS, DISTRICT, by its Resolution adopted on _____, 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 deleting subparagraph a. to Section 12 relating to Consideration, in its entirety and replacing it with the following:

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 amount of such reimbursement shall be THREE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$390,000.00) for Fiscal Year 2024 – 2025. For fiscal years thereafter the reimbursement shall be as agreed to by CITY and DISTRICT and in the absence of an agreement shall revert to the amount established prior to this Second Amendment. The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.

[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 16th day of July. 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY