



**Agenda for the Emergency Communications District Meeting
Monday, May 22, 2017
Brentwood City Hall**

Call to Order by Mayor
Roll Call

Approval of Minutes

February 13, 2017

ECD Quarterly Revenue and Expense Report

Status Report from ECD Supervisor

Old Business

1. Other old business

New Business

1. Resolution ECD 2017-01 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROSSLIN & ASSOCIATES, PLLC FOR THE ANNUAL AUDIT OF THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2017, for adoption
2. Resolution ECD 2017-02 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT FOR FUNDING OF EQUIPMENT, PROGRAMS AND PROJECTS BY THE CITY AND ECD THAT ARE IN FURTHERANCE OF THE ECD'S PURPOSE, for adoption
3. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kirk Bednar
City Manager

Anyone requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood ECD Agenda

Meeting Date: 05/22/2017

Approval or Correction of Minutes

Submitted by: Debbie Hedgepath, Administration

Department: City Recorder

Information

Subject

Approval or correction of minutes

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

MINUTES OF MEETING OF EMERGENCY COMMUNICATIONS DISTRICT

BRENTWOOD, TENNESSEE

The Emergency Communications District Board met on Monday, February 13, 2017 at the Brentwood Municipal Center.

Present were Mayor Regina Smithson; Vice Mayor Jill Burgin; Commissioners Anne Dunn, Rhea Little, Ken Travis, Mark Gorman and Betsy Crossley.

Commissioner Little moved for approval of the minutes from the November 14, 2016 meeting as written, seconded by Vice Mayor Burgin. Motion passed 6-0-1 with Commissioner Gorman abstaining.

New Business

With no other business on the agenda the meeting adjourned at 8:50 pm.

Approved _____

Deborah Hedgepath

Deborah Hedgepath, City Recorder

Brentwood ECD Agenda**Meeting Date:** 05/22/2017**Submitted by:** Karen Harper, Finance**Department:** Finance

Information**Subject**

ECD Quarterly Revenue and Expense Report

Background**Financial Reporting**

Please find attached the revenue and expense report for the Emergency Communications District (ECD) Fund for the third quarter of fiscal year 2017. This report shows budget to actual comparisons for the nine months of the 2016-2017 fiscal year.

Year to date revenues collected as of March 31, 2017 are \$1,133,014 or 84% of budget. Year to date expenses are \$958,726 or 71% of budget. For comparison purposes, for the same nine month period in fiscal year 2016, revenues were \$1,018,958, or 79% of budget, and expenses were \$913,916, or 72% of budget.

Other Items of Interest

Other items of interest for the Emergency Communications District include:

- The transfer of \$750,000 from the ECD retained earnings to purchase and install the Computer Aided Dispatch System (CAD).
- Budgeted capital purchases for ECD, including a network clock and UPS batteries.
- ECD Supervisor and City Treasurer attended State ECD FY 2018 budget discussion.

Please advise if you have any questions concerning the Emergency Communications District (ECD) revenue and expense quarterly report as of March 31, 2017.

Staff recommendationN/A

Fiscal Impact**Attachments**

CITY OF BRENTWOOD
Revenue and Expenditure Reports
For the Period Ending March 31, 2017

	<u>Budget</u>	<u>MTD Actual</u>	<u>Comparative % YTD Actual</u>	<u>Balance</u>	<u>75% % Realized/ Spent</u>
FUND 450: EMERGENCY COMMUNICATIONS DIST					
DEPT 91100: ECD					
TECB OPERATIONAL FUNDING	864,125	0	632,421	231,704	73%
INTEREST EARNINGS	4,000	1,712	15,893	-11,893	397%
OPER TRANSFER FROM GENERAL FD	484,700	0	484,700	0	100%
Total Revenues	\$ 1,352,825	\$ 1,712	\$ 1,133,014	\$ 219,811	84%
SALARIES	535,685	38,053	377,104	158,581	70%
SALARIES - OVERTIME	46,775	4,713	44,113	2,662	94%
LONGEVITY PAY	4,200	0	4,400	-200	105%
LEAD PAY SUPPLEMENT	6,240	480	4,418	1,822	71%
SUPPLEMENTAL PAY	1,500	0	895	605	60%
SHIFT DIFFERENTIAL	11,100	854	7,839	3,261	71%
FICA (EMPLOYER'S SHARE)	46,320	3,335	32,950	13,370	71%
HEALTH INSURANCE	111,805	9,317	83,853	27,952	75%
DENTAL REIMBURSEMENT	2,000	606	1,620	380	81%
LIFE INSURANCE	2,070	165	1,575	495	76%
RETIREMENT - HEALTH/LIFE	24,875	2,073	18,657	6,218	75%
RETIREMENT - TCRS	96,210	6,959	69,369	26,841	72%
SUPPLEMENT RETIREMENT - 457	8,000	0	0	8,000	0%
SUPPLEMENT RETIREMENT - 401	0	509	4,769	-4,769	0%
SICK LEAVE BUY-BACKS	2,000	532	2,431	-431	122%
ATTENDANCE BONUS	1,000	0	0	1,000	0%
ANNUAL LEAVE BUY-BACKS	1,000	0	0	1,000	0%
WORKER'S COMPENSATION	3,145	262	2,358	787	75%
CLOTHING & UNIFORMS	5,500	109	4,622	878	84%
PERIODICAL SUBSCRIPTIONS	2,000	0	0	2,000	0%
COMMUNICATIONS	75,000	6,691	53,521	21,479	71%
ACCTING & AUDITING SRVCS	8,100	0	8,100	0	100%
MAPPING/DATA BASE	10,000	0	10,000	0	100%
OTHER PROF SRVCS	7,500	0	58	7,442	1%
R/M - OFC MACH & EQUIP	2,400	0	2,127	273	89%
R/M - OTHER EQUIPMENT	111,800	0	58,718	53,082	53%
MRBSHIPS & REGISTRATIONS	6,000	0	3,116	2,884	52%
TRAVEL - CONF & SCHOOLS	5,000	1,104	7,672	-2,672	153%
OFFICE SUPPLIES	2,000	493	1,740	260	87%
OTHER OPER SUPPLIES	2,000	65	2,581	-581	129%
LIABILITY INSURANCE	2,600	1,957	1,957	643	75%
OFFICIALS' SURETY BONDS	1,700	0	0	1,700	0%
RENTAL - MACH & EQUIP	2,500	0	1,680	820	67%
DEPRECIATION	172,500	13,626	122,634	49,866	71%
RENTAL - BUILDING AND FACILITES MC	31,800	2,650	23,850	7,950	75%
FUND BALANCE TRANSFER-CP FUND	0	750,000	750,000	-750,000	0%
Total Expenditures	\$ 1,352,325	\$ 94,553	\$ 958,726	\$ 393,599	71%
Total for Fund 450: EMERGENCY COMMUNICATION DIST	\$ 500	-92,841	174,287	-173,787	

Brentwood ECD Agenda

Meeting Date: 05/22/2017

Submitted by: Debbie Hedgepath, Administration

Department: City Recorder

Information

Subject

Status Report from ECD Supervisor

Background

Staff recommendation

Fiscal Impact

Attachments

Quarterly Report

JILL BURGIN
ECD BOARD CHAIR

MARK GORMAN
ECD BOARD VICE-CHAIR

KIRK BEDNAR
ECD DIRECTOR



City of Brentwood

BOARD MEMBERS
BETSY CROSSLEY
ANNE DUNN
RHEA E. LITTLE, III
REGINA SMITHSON
KEN TRAVIS

9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

To: Honorable Mayor / ECD Board Chair and the Brentwood City Commission / ECD Board Members
Through: ECD Director/City Manager Kirk Bednar
From: Kathleen Watkins, Emergency Communications Supervisor
Date: Monday, May 22, 2017
Subject: Quarterly Report

At a Glance

- Successful transition to the CAD & Locution software project on March 7, 2017.
- PSAP upgrade of the 911 controller on April 26, 2017. During the upgrade the 911 lines were routed to Williamson County Emergency Communications Center. Dispatcher April Shore was stationed at E-Comms during the upgrade to triage Brentwood 911 calls.

OPERATIONS REPORT FOR Q2 – FEBRUARY 2017 – APRIL 2017

OPERATIONS REPORT

A. Staffing

Communications is fully staffed with eleven (11) full-time dispatchers and one (1) Supervisor. Three (3) staff members are Lead Dispatchers and Four (4) Communications Training Officers (CTO's).

- Dispatcher Paige Henderson successfully passed the six month probationary period.

B. Statistics

Reports to substantiate the below statistical highlights are available on request.

- **Q2 2017 Operations Reports –**
 - Total calls answered (9-1-1 and Admin) – 10,260
 - E9-1-1 calls – 1,944
 - On average, calls were answered within 4 seconds (about 1 ring).
 - Approximately, 82% of our 9-1-1 calls came from cell phones, which are significantly harder to locate than traditional landlines.
 - Our busiest hour of the day was between 5:00 p.m. and 6:00 p.m. The slowest hour of the day was between 9:00 a.m. and 10:00 a.m.
 - The average telephone conversation lasted 83 seconds.

City of Brentwood 9-1-1 ECD

Board Meeting
February 13, 2017

- CAD Responses Created – 11,382
 - Police Department – 9,919
 - Fire and Rescue – 937
 - ECD (Internal Use) – 526

C. Quality Assurance

- NFPA Standard 1221 recommends we dispatch all medical calls within 90 seconds of call receipt. This quarter Communications dispatched met the standard 93% of the time.
 - In February, the average dispatch time was 62 seconds, with an average QA score of 83%.
 - In March, the average dispatch time was 61 seconds, with an average QA score of 85%.
 - In April, the average dispatch time was 52 seconds, with an average QA score of 100%.

D. Public Education Activities

- Collectively, the team created a “Communications Mission Statement.” It is displayed on a plaque within the center with the names and year hired of each dispatcher.

“The mission of the Brentwood 911 Communications Center is to protect life and property by delivering professional and compassionate public safety communications to the citizens and public safety responders of Brentwood. Our pledge is to listen carefully, communicate effectively and dispatch accurately.”

- The week of April 9-15 was recognized as National Public Safety Telecommunications Week. During this week we commemorate our 911 professionals for their dedication, professionalism and the service they provide to our community members. The Brentwood Telecommunicators had a week of celebratory activities in honor of this week.

E. Training Activities

- Telecommunicators attended 32 hours of TriTech CAD User training in February.
- Three Telecommunicators attended CAD Supervisor training.
- ECD Supervisor Kathleen Watkins and Lead Dispatcher Laurel Kazenske attended TriTech Convention (TriCon) in February.
- Lead Dispatcher Laurel Kazenske and Jason Brown attended Tennessee Information Enforcement System (TIES) Conference in March.
- Lead Dispatch meeting April 6, 2017.
- In service NCIC training provided by Lead Dispatcher Jason Brown on April 27, 2017.
- In service Fire CAD code training provided by BC Brian Collins.
- Dispatchers Paige Henderson and Laurie Morgan participated in patrol ride-along.

Brentwood ECD Agenda

1.

Meeting Date: 05/22/2017

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution ECD-2017-01 - Authorizing an Agreement with Crosslin & Associates, PLLC for the Comprehensive Annual Financial Report (Audit) for the Brentwood Emergency Communications District for Fiscal Year 2016-2017.

Background

Please find attached the proposed annual audit contract with Crosslin & Associates, PLLC for Fiscal year 2016-2017 for independent auditing services for the Brentwood Emergency Communications District (ECD). The proposed contract fee for the ECD audit is \$8,300, which represents a \$200 increase from the previous fiscal year but is consistent with the third year fee as proposed in Crosslin's original five year fee proposal.

The ECD fund is legally established under Tennessee law and is subject to a separate audit from the City's primary audit. Crosslin will be required to perform additional auditing services and issue a separate set of financial statements. Since the ECD operations are fully integrated into regular City operations, improved coordination and economies of scale are gained by using the same accounting firm for regular audit and ECD audit.

Should you have any questions or need additional information, please contact the City Treasurer.

Staff recommendation

Staff recommends approval of the accompanying resolution.

Fiscal Impact

Amount: \$8,300

Source of Funds: ECD

Account Number: 450-91100-82530

Fiscal Impact:

Funds will be included for this service in the Emergency Communications District proposed budget for FY 2017-2018

Attachments

RESOLUTION ECD-2017-01

A RESOLUTION OF THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT TO AUTHORIZE THE CHAIRMAN TO EXECUTE AN AGREEMENT BY AND BETWEEN THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT AND CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT OF THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2017, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, AS FOLLOWS:

SECTION 1. That the Chairman is hereby authorized to execute an agreement by and between the Brentwood Emergency Communications District and Crosslin and Associates, PLLC for the annual audit of the Brentwood Emergency Communications District for the fiscal year ending June 30, 2017, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the Brentwood Emergency Communications District requiring it.

CHAIRMAN Jill Burgin

ADOPTED: _____

Approved as to form:

CITY RECORDER Deborah Hedgepath

CITY ATTORNEY Roger A. Horner

CONTRACT TO AUDIT ACCOUNTS
OF
City of Brentwood Emergency Communications District

FROM July 01, 2016 TO June 30, 2017

This agreement made this 10th day of February 2017, by and between Crosslin and Associates, 3803 Bedford Avenue, Suite 103, Nashville, TN 37215, hereinafter referred to as the "auditor" and City of Brentwood Emergency Communications District, of P. O. Box 788, 5211 Maryland Way, Brentwood, TN 37024-0788, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2016, and ending June 30, 2017 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133* for fiscal years ending prior to December 25, 2015 and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for fiscal years ending December 25, 2015 or later. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* or the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* shall include the additional report required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to **December 31, 2017**, but in no case, shall be filed later than **six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization**. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA).** Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov <<http://www.comptroller.tn.gov>>. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **8,300**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did

Crosslin and Associates

**City of Brentwood Emergency
Communications District**

Audit firms

Governmental Unit or Organization

 **Daniel Miller**

 **Karen Harper**

By

By

Signature

Signature

Title/Position: **Principal**

Title/Position: **City Treasurer**

E-mail address **dell.crosslin@crosslinpc.com**

E-mail address **karen.harper@brentwoodtn.gov**

Date: **February 10, 2017**

Date: **February 23, 2017**

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

Brentwood ECD Agenda

2.

Meeting Date: 05/22/2017

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution ECD 2017-02 - Interlocal Agreement between Brentwood Emergency Communications District (ECD) and City of Brentwood for funding of equipment, programs and projects by the City and the ECD for the ECD's purpose.

Background

As you know, the Brentwood Emergency Communications District (ECD) is a separate legal entity. The attached inter-local agreement between the City of Brentwood and the ECD provides the authority for either party to transfer funds to the other party for use in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose.

The FY 2017 Capital Improvements Plan included a project to replace the 911 Center's computer aided dispatch system. To fund this project, the ECD will transfer \$750,000 in available cash reserves to the City's Capital Projects Fund. Recently, Finance Department staff was informed by the State ECD Board that an inter-local agreement is necessary before the ECD can legally transfer funds to another government entity. Once this agreement is in place, it is intended that \$750,000 will be transferred from the ECD Fund to the City's Capital Projects Fund for the purchase of the new computer-aided dispatch software. The agreement will also allow any future transfers between the two entities, provided that the transfer is in furtherance of the ECD's purposes.

Staff recommendation

Staff recommends passage of the resolution authorizing the ECD Chairman to sign the interlocal agreement as submitted.

Fiscal Impact

Attachments

Resolution ECD 2017-02
Interlocal Agreement

RESOLUTION ECD 2017-02

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT FOR FUNDING OF EQUIPMENT, PROGRAMS AND PROJECTS BY THE CITY AND THE ECD THAT ARE IN FURTHERANCE OF THE ECD'S PURPOSE, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and the Brentwood Emergency Communications District (the "ECD") for funding of equipment, programs and projects by the City and the ECD that are in furtherance of the ECD's purpose, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

CHAIRMAN

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Deborah Hedgepath

CITY ATTORNEY

Roger A. Horner

**INTERLOCAL AGREEMENT BETWEEN
BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT
AND
THE CITY OF BRENTWOOD, TENNESSEE**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to *Tenn. Code Ann.*, § 12-9-104, by and between the **BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT**, (hereinafter referred to as "ECD"), a public agency created and established pursuant to *Tenn. Code Ann.*, § 7-86-101, *et seq.*, and the **CITY OF BRENTWOOD, TENNESSEE**, (hereinafter referred to as "City"), a Tennessee municipal corporation.

WHEREAS, the ECD was created and established by the City in 2002, as set forth in Chapter 24, Article III of the Brentwood Municipal Code (hereinafter, "the Code") and under the authority granted by T.C.A. § 7-86-101 *et seq.*; and

WHEREAS, the purpose of the ECD, as provided in section 24-51 of the Code, is to provide for the public's health, safety and welfare through effective and efficient emergency communications services which will result in saving of life, prevention and mitigation of injuries, reduction in the destruction of property, and quicker apprehension of criminals; and

WHEREAS, the ECD provides a system of emergency communications whereby callers dialing 9-1-1 are immediately connected to a public safety answering point for quick and efficient notification of the appropriate emergency responders; and

WHEREAS, the ECD consists of all territory within the corporate limits of the city, including any and all territory annexed into the corporate limits; and

WHEREAS, pursuant to section 24-52 of the Code, the City's Board of Commissioners is designated as the Board of Directors for the ECD, with the terms of the members of the ECD Board of Directors running concurrently with their terms as members of the City's Board of Commissioners; and

WHEREAS, ECD operations are funded through an emergency telephone service charge on all service users, with proceeds distributed to the ECD as provided by statute, but the ECD may also receive funds through other sources, including the appropriation of funds by the City to the ECD to assist in the establishment, operations and maintenance of the ECD; and

WHEREAS, it is likewise desirable that the ECD be permitted to appropriate funds to the City for use by the City in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose; and

WHEREAS, execution of this Interlocal Agreement has been authorized by appropriately adopted resolutions of both the ECD and the City.

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

1. Purpose. This Agreement provides for funding of equipment, programs and projects by the City and the ECD that are in furtherance of the ECD's purpose, as set forth in section 24-51 of the Code.

2. Transfers of funds. Either party hereto may transfer funds to the other party for use in purchasing equipment, employing personnel or carrying out programs or projects that will assist the ECD in fulfilling its purpose. Such transfer of funds may be carried out pursuant to appropriations approved by the respective board of the City or the ECD, and no further agreement or governing body authorization shall be necessary.

3. Duration. This Agreement shall take effect immediately upon execution and shall remain in effect for as long as the City's Board of Commissioners is designated as the Board of Directors for the ECD.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 2017.

**BRENTWOOD EMERGENCY
COMMUNICATIONS DISTRICT**

CITY OF BRENTWOOD, TENNESSEE

Chairman
Pursuant to Resolution ECD-2017-_____

Mayor
Pursuant to Resolution 2017-_____