

RESOLUTION NO. 12-337

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized to execute on behalf of the City the attached agreement with the Morgan County Emergency Management Communication District for continued dispatching services.

Adopted this 1st day of October 2012

Communications Services Agreement

Between

MORGAN COUNTY EMERGENCY MANAGEMENT COMMUNICATION DISTRICT

AND

THE CITY OF DECATUR, ALABAMA

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into as of this 1st day of October, 2012, between **The City of Decatur** (hereinafter referred to as "Decatur") and **Morgan County Emergency Management Communication District** (hereinafter referred to as "MCEMCD") (Decatur and MCEMCD hereinafter jointly referred to as the "Parties"):

WHEREAS, MCEMCD is a communication district operating under the provisions of Code of Alabama, Sections 11-98-1 through 11-98-12, as last amended; and

WHEREAS, Decatur desires that the MCEMCD provide dispatch services to Decatur Police and Fire Departments;

NOW, THEREFORE, in consideration of the above premises and in consideration of mutual covenants and agreements contained herein and the payments to be made hereunder, the Parties agree as follows:

Section 1. Scope of Services. Decatur hereby engages MCEMCD to provide dispatch services for Decatur Police and Fire Departments, and MCEMCD hereby agrees to manage the dispatch center personnel to provide the appropriate Police and Fire call-taking and dispatch services in cooperation with the Decatur Police and Fire Chiefs.

Section 2. Recordings. MCEMCD will maintain for one (1) calendar year recordings of all telephone and radio communications and provide retrieval at the request of the Police Chief or his designee(s) or the Fire Chief or his designee(s). Audio copies will be provided upon request. For any incident which may have a court date set after this one (1) year period, Decatur Police or Fire Department will be responsible for requesting an audio copy as soon after the incident as possible.

Section 3. Release of Records. MCEMCD holds records subject to Act 2010-502, which states audio recordings of 911 calls are not public record. Decatur agrees that any call recordings released to Decatur shall be used only for criminal investigation, incident investigation or training purposes, and shall not be released to the public. All other records, including computer aided dispatch and 911 call transcripts are public records and are subject to Section 36-12-40, Code of Alabama, 1975.

Section 4. Additional Work. Any additional work load or frequencies added by Decatur that will require MCEMCD to employ additional dispatch staff will affect the Agreement amount. Decatur must give thirty (30) days' notice to MCEMCD of intent to add to the scope of work already provided. The Agreement amount will be renegotiated at that time in an amount approved by both parties.

Section 5. Term. The term of this Agreement shall be for one (1) year, beginning on October 1, 2012, and ending on September 30, 2013.

Section 6. Communications. The representatives of Decatur and MCEMCD to whom communications regarding this Agreement should be directed to the following:

Decatur: Don Stanford, Mayor
City of Decatur
P.O. Box 488
Decatur, Alabama 35602

MCEMCD: Ryan Welty, Director
Morgan County Emergency Management Communication District
4216 Highway 31 South
Decatur, Alabama 35603
(256) 552-0911

Section 7. Compensation and Method of Payment. Decatur's costs of services shall be \$38,433.06 per month for the months of October 2012 - September 2013. Payments are due on the 15th day of each month during the term of this agreement. If payment has not been received by the last calendar day of the month, one percent (1%) of the monthly payment amount will be assessed by MCEMCD as a late fee.

Section 8. Immigration Act Compliance. MCEMCD is a public employer and complies with Section 15 of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535), as last amended, including, but not limited to, verifying the employment eligibility of new employees by the use of E-Verify.

Section 9. Terms and Conditions.

(a) **Independence.** MCEMCD is an independent contractor, and none of its agents, servants or employees shall be deemed to be under control of Decatur nor in any way shall any of its agents, servants or employees or other persons, firms or corporations conducting business for MCEMCD be deemed to be employees or agents, servants or employees of Decatur.

(b) **Termination.** Either party may terminate this Agreement for good cause only after giving the other party written notice of the alleged breach of the Agreement. The other

party shall have sixty (60) days from the date of its receipt of the notice in which to cure the alleged breach of the Agreement. If the breach has not been cured within the sixty (60) day period the Agreement may be terminated.

(c) **Amendments.** This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties.

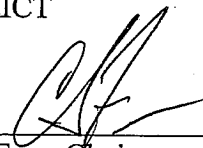
IN WITNESS WHEREOF, Decatur and MCEMCD have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

CITY OF DECATUR, ALABAMA

Don Stanford, Mayor

ATTEST

MORGAN COUNTY EMERGENCY
MANAGEMENT COMMUNICATION
DISTRICT



Chris Free, Chairperson



ATTEST



Ryan Welty, Director



ATTEST