

AMENDED TRI-PARTY AGREEMENT

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THIS AGREEMENT entered into this 25th day of January between Knox County, Tennessee, "County", the City of Knoxville, "City", and Knoxville Utilities Board, "KUB".

WITNESSETH:

WHEREAS, "County", "City", and "KUB" entered into an original Tri-Party Agreement, dated August 9, 1985 (the "Original Agreement"), and events and circumstances occurring since that time have made it necessary to revise and amend that Original Agreement, and that this new Amended Tri-Party Agreement (the "Amended Agreement") shall replace the Original Agreement in its entirety, and

WHEREAS, the parties hereto have studied the feasibility of developing and operating a shared geographic information system, "GIS", for Knoxville, Knox County, and KUB, and

WHEREAS, the legislative bodies of the City and County and the governing board of KUB have found a public need for a geographic information system, and

WHEREAS, the parties hereto, through their respective legislative body, and/or board, have expressed their intention to fund the cost of developing and maintaining such a system, and

WHEREAS, the parties hereto have agreed to name the system, along with its organizational and operational structures, "Knoxville / Knox County / Knoxville Utilities Board Geographic Information System", or "KGIS", and

WHEREAS, it is anticipated that certain revenue may be generated to defray the cost of capitalization and operation of the system, and said system may be used by other interested public and private firms and corporations including other utilities, and

WHEREAS, the Policy Board has approved the execution of an Amended Tri-Party Agreement upon the terms and conditions hereinafter provided:

NOW THEREFORE, the parties hereto, in consideration of the mutual promises and benefits to be derived hereunder do covenant and agree as follows:

1. Cost Allocation and Accounting. Subject to annual budgeting and proper legislative or governing board approval, the City, County and KUB agree to equally contribute to the ongoing operational costs of KGIS.

2. Guarantee of Participation. City, County, and KUB bind themselves to pay all financial obligations herein provided subject to annual appropriations by City, County, and KUB.

36 3. Policy Board. All parties agree to the creation of a policy board (the “Policy Board”)
37 which shall have the power and responsibility to approve and review all matters of policy
38 concerning the operation of KGIS. The duration of the Policy Board shall be as long as KGIS
39 remains in existence. Official action of the Policy Board shall be by majority vote of its members.
40 The Policy Board shall be composed of the Mayor of Knox County, the Mayor of Knoxville and
41 the President and CEO of the Knoxville Utilities Board. The Policy Board shall have the power
42 and responsibility to:

- 43 A. Create a KGIS Operations Department, “KGIS Office”, and shall approve the
44 hiring of its Operations Manager, “KGIS Director”, who shall have the
45 responsibility for the daily department operations;
- 46 B. Determine the formula by which the parties fund the operating budget, set the
47 operation budget, set user fees, and determine all major policy matters involving
48 usage;
- 49 C. Resolve any and all disputes over operations between the parties hereto;
- 50 D. Adopt, enforce and, as necessary, amend bylaws for KGIS at its discretion;
- 51 E. Establish and amend from time to time at its discretion, a funding mechanism and
52 allocation to pay all KGIS obligations on account of the ownership and operation
53 of KGIS.
- 54 F. Pursuant to T.C.A. § 8-17-102, adopt ethical standards conforming to Tennessee
55 law, including but not limited to the requirements of T.C.A. § 8-17 -101 et. seq.

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57 4. Duties of KGIS Office employees.

- 58 A. Daily operation of the KGIS in a manner consistent with standard information
59 system management procedures.
- 60 B. Aid system users in resolving technical problems which may arise.
- 61 C. Introduce and encourage new users and applications of KGIS.
- 62 D. Plan capital expenditures necessary to assure the system remains current and
63 responsive to the needs of the users.
- 64 E. Assist in the proper function of the KGIS Executive Committee as hereinafter set
65 forth.
- 66 F. Perform all tasks and duties as directed by the KGIS Policy Board.

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68 5. Executive Committee. The City, County, and KUB shall each appoint a
69 representative to an Executive Committee, whose purpose is to provide oversight of the KGIS
70 operations and to advise on matters of operations. The Executive Committee shall be empowered

71 to adopt its own rules of operation and procedures to the extent such rules are not inconsistent
72 with the purposes of this agreement and the mandates of the Policy Board. The duration of the
73 Executive Committee shall be as long as KGIS remains in existence.
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75 6. Term of Agreement. This Amended Agreement shall remain in full force and effect
76 from the date of its execution until lawfully amended or dissolution of KGIS. Dissolution of this
77 Amended Agreement may occur by majority vote of the KGIS Policy Board, provided that
78 written notice is given to the Policy Board at least 30 days prior to the vote. Any party to this
79 Amended Agreement may withdraw from the Amended Agreement and KGIS by giving 12
80 months' written notice to the other parties. A withdrawing party shall be obligated to pay its
81 respective portion of all financial obligations made prior to the effective date of withdrawal.
82 Upon withdrawal from KGIS, a withdrawing party shall forfeit all rights and benefits previously
83 held as a party to the Amended Agreement and KGIS and shall thereafter only be allowed access
84 to KGIS data as a member of the general public and subject to user fees as determined by the
85 KGIS Policy Board.
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87 7. Distribution of Assets and Revenues upon Dissolution. In the event KGIS is
88 dissolved, the accumulated assets and revenues generated shall be distributed to City, County, and
89 KUB based upon the average percentage of funding contributed to KGIS by each of the
90 respective agencies during the three years immediately preceding dissolution.
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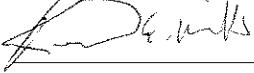
92 8. Legal and Financial Liability. All decisions related to any legal action by or against
93 KGIS shall be made by the Policy Board.
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95 9. Amendment of Agreement. The terms and conditions of this Amended Agreement
96 shall not be amended unless: (a) reduced to writing and (b) approved by majority vote of the
97 Policy Board.
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99 This Amended Agreement is executed at Knoxville, Tennessee in three counterparts,
100 each of which shall serve as an original of the Amended Agreement.
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Approval as to Form



By: Madeline Rogero Date: 1/15/16
Madeline Rogero, *City of Knoxville Mayor*

Contract No. 15-441
Approval as to Form



By:  Date: 1/25/16
Tim Burchett, *Knox County Mayor*

Approval as to Form

By: Mintha Roach Date: 12/30/15
Mintha Roach, *KUB President and CEO*

APPROVED AS TO FORM:

**R-389-2015
C-16-0173**



**RONALD E. MILLS
DEPUTY LAW DIRECTOR**

FUNDS CERTIFIED:



**JAMES YORK
FINANCE DIRECTOR**