

*****JUNE 27, 2005*****

The Town of Council of the Town of Signal Mountain held a special called meeting and public hearing on Monday, June 27, 2005, at 7:00 p.m. in the Town Hall. Those present

were:

Mayor William O. Leonard, III55
 Vice-Mayor Stephen Ruffin
 Councilmember Robert V. Linehart, Jr.
 Councilmember Robert E. White, II

Mayor Leonard called the meeting to order and asked the Town Recorder to call the roll. Councilmember Paturalski was absent.

The Mayor changed the order of the agenda on behalf of the Swim Team representatives. He asked Ms. Martha Nagle, Co-President with Tracy McHugh of the Swim Team, to make a presentation to the Council. She said the Swim Team equipment was installed at the pool in 1973 when the pool was built. The equipment was called a single-post system. They are able to use only eight blocks because of the condition of the equipment. Ms. Nagle said she had found that a twin-post system was being made and it would cost an estimated \$22,000 for eight twin-post blocks. She explained that at the end of last year the Swim Team had a surplus of \$6,000. They try to keep \$5,000 to begin each year. The team usually raises around \$8,000 a year.

Councilmember Linehart asked what was the fee for the Swim Team and if there was a non-resident fee, and Ms. Nagle told him it was \$75 for the first child and \$55 for the second, and a non-resident fee was paid to the Town. She said there were nine practices a week and the season lasted for eight weeks. There were four home meets and four away meets. Councilmember White asked how many members were Town residents, Walden residents, etc. She said about three-quarters were Signal Mountain residents. Councilmember White asked if she was talking about eight blocks for the 2006 season and eight blocks for the 2007 season. Ms. Nagle said she was requesting eight blocks for the 2006 season and eight blocks for the 2008 season. Councilmember asked how much the Swim Team felt they could contribute toward the \$22,000. Ms. Nagle said she hoped they could contribute around \$6,000. Councilmember White said the Town should go to Walden for 25 percent which would be \$5,500, put the Swim Team's \$6,000 in, and the Town's share would be \$11,500. One of the citizens present suggested that the Team get contributors to sponsor blocks.

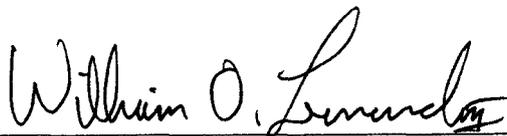
Councilmember Linehart said the Town supported the Swim Team financially probably more than any other sport. Councilmember White suggested the Swim Team go to the next Walden Town meeting and ask for a donation of \$5,500. The work would have to be bid and the Town would handle the bids.

Page 3 – Minutes of the June 27, 2005, Special Called Meeting and Public Hearing

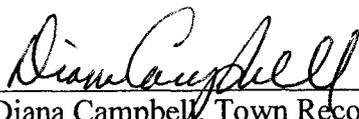
The Council next considered "A RESOLUTION AUTHORIZING THE MAYOR OR TOWN MANAGER OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, TO EXECUTE AN INTERLOCAL AGREEMENT WITH HAMILTON COUNTY, TENNESSEE, TO PROVIDE 911 POLICE TELECOMMUNICATIONS AND DISPATCH SERVICES FOR THE TOWN BEGINNING JULY 1, 2005 THROUGH JUNE 30, 2006 FOR A TOTAL AMOUNT OF NINETEEN THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 00/100 (\$19,437.00) DOLLARS". Vice-Mayor Ruffin moved that the resolution be approved. The motion was seconded by Councilmember Linehart and passed unanimously.

The last resolution considered by the Council was "A RESOLUTION AUTHORIZING THE MAYOR OR TOWN MANAGER OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, TO EXECUTE AN INTERLOCAL AGREEMENT WITH HAMILTON COUNTY, TENNESSEE, TO PROVIDE FIRE AND EMERGENCY MEDICAL SERVICES TELECOMMUNICATIONS AND DISPATCH SERVICES FOR THE TOWN BEGINNING JULY 1, 2005 THROUGH JUNE 30, 2006 FOR A TOTAL AMOUNT OF NINE THOUSAND THREE HUNDRED SIXTY AND 00/100 (\$9,360.00) DOLLARS". Vice-Mayor Ruffin moved that the resolution be approved. The motion was seconded by Councilmember White and passed unanimously.

There being no further business, the meeting was adjourned.



William O. Leonard, III, Mayor



Diana Campbell, Town Recorder

TOWN OF SIGNAL MOUNTAIN
FISCAL YEAR 7/1/2005 - 6/30/2006 BUDGET

11219

		Actual <u>2,004</u>	Estimated <u>2,005</u>	Budget <u>2,006</u>
I.	GENERAL FUND			
	A.Revenues			
	1. Taxes	\$ 2,935,361	\$ 2,950,640	\$ 2,960,500
	2. License & permits	39,910	31,390	44,120
	3. Intergovernmental - State	943,086	796,643	881,407
	4. Intergovernmental - Federal	164,759	93,611	95,159
	5. Intergovernmental - Other	5,000	5,000	5,000
	6. Charges for services - MACC	48,695	56,300	50,205
	7. Charges for services - Recreation	88,901	63,100	71,400
	8. Charges for services - Library	21,116	22,900	28,800
	9. Charges for services - Misc	1,250	1,250	1,400
	10. Fines, forfeitures, penalties	40,910	45,000	42,000
	11. Other revenue	254,398	127,076	142,746
	12. Loan proceeds	1,120,000		
	12. Revenue from fund balance		55,300	
	Total revenues	<u>\$ 5,663,386</u>	<u>\$ 4,248,210</u>	<u>\$ 4,322,737</u>
	B. Expenditures			
	1. Financial Admin - Salaries	\$ 214,720	\$ 229,488	\$ 228,206
	2. Financial Admin - Other	298,031	311,851	223,740
	3. Judicial - Salaries	22,890	25,327	24,440
	4. Judicial - Other	3,727	4,356	9,107
	5. Building Inspector - Salaries	29,809	31,934	33,967
	6. Building Inspector - Other	7,961	9,396	11,021
	7. Police - Salaries	550,388	568,343	585,511
	8. Police - Other	332,538	347,417	407,194
	9. Fire - Salaries	533,649	556,700	547,931
	10. Fire - Other	356,871	284,449	329,000
	11. Public Works Admin - Salaries	84,552	90,058	88,852
	12. Public Works Admin - Other	37,185	49,983	42,969
	13. Street Maintenance - Salaries	182,717	246,561	225,451
	14. Street Maintenance - Other	147,293	260,887	225,638
	15. Shop - Salaries	26,200	27,230	28,001
	16. Shop - Other	38,181	59,115	28,931
	17. Recreation - Salaries	173,660	163,097	160,644
	18. Recreation - Other	384,416	318,903	209,852
	19. Library - Salaries	93,200	98,571	101,415
	20. Library - Other	88,051	97,830	97,008
	21. Mountain Arts Center - Salaries	42,245	48,536	49,166
	22. Mountain Arts Center - Other	59,255	59,330	55,105
	23. Transfer to Debt Service Fund	1,318,810	160,191	160,630
	24. Transfer to Solid Waste Fund	405,518	198,657	402,874
	Total expenditures	<u>5,431,867</u>	<u>4,248,210</u>	<u>4,276,653</u>
	C. Major changes in FY 2006 from FY 2005 = \$ 46,084 Added to fund balance			
	D. Fund Balance anticipated on June 30, 2005 = \$2,567,572			
	Fund Balance anticipated on June 30, 2006 = \$2,613,656			
	E. Full-Time equivalent positions in this Fund = 71.58			

	Actual 2,004	Estimated 2,005	Budget 2,006
II. STATE STREET AID			
A. Revenues			
1. Intergovernmental - State	\$ 242,052	\$ 379,400	\$ 402,867
2. Other revenues	2,087	2,000	3,200
3. Revenue from fund balance		308,447	368,933
Total revenues	<u>\$ 244,139</u>	<u>\$ 689,847</u>	<u>\$ 775,000</u>
B. Expenditures			
1. Salaries	\$	\$	\$
2. Other	326,311	689,847	775,000
Total expenditures	<u>\$ 326,311</u>	<u>\$ 689,847</u>	<u>\$ 775,000</u>
C. Major changes in FY 2006 from FY 2005 = None			
D. Fund Balance anticipated on June 30, 2005 = \$671,112			
Fund Balance anticipated on June 30, 2006 = \$302,179			
E. Full-Time equivalent positions in this Fund = 0			
III. SOLID WASTE FUND			
A. Revenues			
1. Local taxes/revenues	\$ 38,285	\$ 36,200	\$ 44,700
2. Other revenues	36,938	26,500	32,050
3. Operating transfers in	405,518	198,657	402,874
4. Revenue from fund balance		310,025	
Total revenues	<u>\$ 480,741</u>	<u>\$ 571,382</u>	<u>\$ 479,624</u>
B. Expenditures			
1. Salaries	\$ 198,687	\$ 196,106	\$ 196,447
2. Other	389,701	375,276	283,177
Total expenditures	<u>\$ 588,388</u>	<u>\$ 571,382</u>	<u>\$ 479,624</u>
C. Major changes in FY 2006 from FY 2005 = Purchased garbage truck 2005			
D. Fund Balance anticipated on June 30, 2005 = \$12,884			
Fund Balance anticipated on June 30, 2006 = \$12,884			
E. Full-Time equivalent positions in this Fund = 9.34			
IV. DEBT SERVICE FUND			
A. Revenues			
1. Other revenues	\$ 1,842	\$ 1,820	\$ 700
2. Operating transfers in	1,318,810	160,191	160,630
3. Revenue from fund balance		34,438	
Total revenues	<u>\$ 1,320,652</u>	<u>\$ 196,449</u>	<u>\$ 161,330</u>
B. Expenditures			
1. Salaries	\$	\$	\$
2. Loan payoff on refinancing	1,120,000		
3. Other	188,712	196,449	161,330
Total expenditures	<u>\$ 188,712</u>	<u>\$ 196,449</u>	<u>\$ 161,330</u>
C. Major changes in FY 2004 from FY 2005 = None			
D. Fund Balance anticipated on June 30, 2005 = \$115,623			
Fund Balance anticipated on June 30, 2006 = \$115,623			
E. Full-Time equivalent positions in this Fund = 0			

TOWN OF SIGNAL MOUNTAIN - FISCAL YEAR 7/1/ 2005-6/30/2006 BUDGET

	<u>Actual</u> 2,004	<u>Estimated</u> 2,005	<u>Budget</u> 2,006
V. WATER FUND			
A. Revenue			
1. Local taxes	\$	\$	\$
2. Intergovernmental			
3. Other revenue/user fees	1,067,498	1,246,300	1,145,100
5. Revenue from fund balance		252,811	311,171
Total revenues	<u>\$ 1,067,498</u>	<u>\$ 1,499,111</u>	<u>\$ 1,456,271</u>
B. Expenditures			
1. Salaries	\$ 158,993	\$ 163,031	\$ 166,205
3. Other	791,116	1,336,080	1,290,066
Expenditures	<u>\$ 950,109</u>	<u>\$ 1,499,111</u>	<u>\$ 1,456,271</u>
C. Major changes in FY 2006 from FY 2005 = None			
D. Net Asset Balance anticipated on June 30, 2005 = \$4,497,724			
Net Asset Balance anticipated on June 30, 2006 = \$4,183,446			
E. Full-Time equivalent positions in this Fund = 5.50			

VI. STORMWATER FUND

A. Revenue			
1. Local taxes	\$	\$	\$
2. Other revenue/user fees	154,524	154,760	155,170
3. Revenue from fund balance		128,273	39,053
Total revenues	<u>\$ 154,524</u>	<u>\$ 283,033</u>	<u>\$ 194,223</u>
B. Expenditures			
1. Salaries	\$ 29,905	\$ 30,129	\$ 31,837
2. Other	32,431	252,904	162,386
Expenditures	<u>\$ 62,336</u>	<u>\$ 283,033</u>	<u>\$ 194,223</u>
C. Major changes in FY 2006 from FY 2005 = Street Sweeper purchased 2005			
D. Net Asset Balance anticipated on June 30, 2005 = \$141,250			
Net Asset Balance anticipated on June 30, 2006 = \$102,197			
E. Full-Time equivalent positions in this Fund = .80			

TOWN OF SIGNAL MOUNTAIN - FISCAL YEAR 7/1/ 2005-6/30/2006 BUDGET

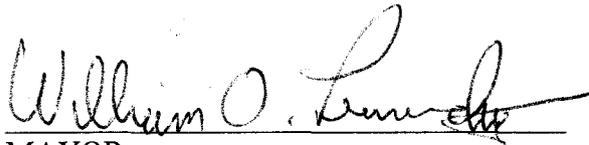
	<u>Actual 2,004</u>	<u>Estimated 2,005</u>	<u>Proposed 2,006</u>
VII. LIBRARY BOARD FUND			
A. Revenue			
1. Other revenue	\$	\$	\$
2. Revenue from fund balance	<u>160</u>	<u>7,400</u>	<u>12,200</u>
Total revenues	<u>\$ 160</u>	<u>\$ 7,400</u>	<u>\$ 12,200</u>
B. Expenditures			
1. Other	<u>\$ 1,876</u>	<u>\$ 7,400</u>	<u>\$ 12,200</u>
Expenditures	<u>\$ 1,876</u>	<u>\$ 7,400</u>	<u>\$ 12,200</u>
C. Major changes in FY 2006 from FY 2005 = None			
D. Fund Balance anticipated on June 30, 2005 = \$31,163			
Fund Balance anticipated on June 30, 2006 = \$18,963			
E. Full-Time equivalent positions in this Fund = 0			

VIII. POLICE DRUG FUND			
A. Revenue			
1. Fines, forfeitures, penalties	\$ 3,915	\$ 2,800	\$ 2,000
2. Other revenue		800	400
3. Revenue from fund balance		<u>11,400</u>	<u>2,600</u>
Total revenues	<u>\$ 3,915</u>	<u>\$ 15,000</u>	<u>\$ 5,000</u>
B. Expenditures			
2. Other	<u>\$ 50</u>	<u>\$ 15,000</u>	<u>\$ 5,000</u>
Expenditures	<u>\$ 50</u>	<u>\$ 15,000</u>	<u>\$ 5,000</u>
C. Major changes in FY 2006 from FY 2005 = None			
D. Fund Balance anticipated on June 30, 2004 = \$17,057			
Fund Balance anticipated on June 30, 2005 = \$14,457			
E. Full-Time equivalent positions in this Fund = 0			

RESOLUTION NO. R2005-14

A RESOLUTION AUTHORIZING THE TOWN MANAGER AND/OR MAYOR TO ENTER INTO AND RENEW A CONTRACT FOR MEDICAL INSURANCE FOR EMPLOYEES OF THE TOWN OF SIGNAL MOUNTAIN WITH BLUE CROSS/BLUE SHIELD OF TENNESSEE WITH THE SAME COVERAGE AND A DECREASE IN PREMIUMS OF FIVE PERCENT (5%) TO \$240.08 PER MONTH FOR EMPLOYEE COVERAGE AND \$621.09 PER MONTH FOR EMPLOYEE AND FAMILY COVERAGE EFFECTIVE JULY 1, 2005, THROUGH JUNE 30, 2006.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Town Manager and/or Mayor is authorized to enter into and renew a contract for medical insurance for employees of the Town of Signal Mountain with Blue Cross/Blue Shield of Tennessee with the same coverage and a decrease in premiums of five percent (5%) to \$240.08 per month for employee coverage and \$621.09 per month for employee and family coverage for the term of July 1, 2005, through June 30, 2006.


MAYOR


RECORDER

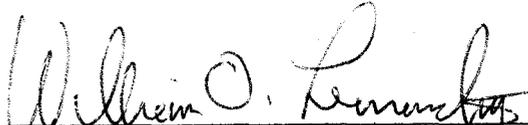
6-27-2005
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DATE

RESOLUTION NO. R2005-15

A RESOLUTION AUTHORIZING THE TOWN MANAGER AND/OR MAYOR TO RENEW A CONTRACT WITH GENWORTH INSURANCE COMPANY FOR DENTAL INSURANCE COVERAGE FOR THE TOWN OF SIGNAL MOUNTAIN EMPLOYEES WITH THE SAME COVERAGE AND RATE OF \$16.87 PER MONTH FOR INDIVIDUAL EMPLOYEES AND \$52.50 PER MONTH FOR EMPLOYEES AND THEIR FAMILIES EFFECTIVE JULY 1, 2005, THROUGH JUNE 30, 2006.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Town Manager and/or Mayor is and is hereby authorized to renew a contract for dental insurance coverage for the Town of Signal Mountain employees for the term of July 1, 2005, through June 30, 2006, to GE Insurance Company. The cost of this dental insurance coverage shall be at the rate of \$16.87 for individual employees and \$52.50 per month for employees and families.


MAYOR


RECORDER

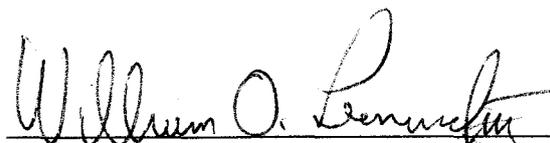
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DATE

RESOLUTION NO. R2005-16

A RESOLUTION AUTHORIZING THE TOWN MANAGER AND/OR MAYOR TO RENEW A CONTRACT FOR LIFE INSURANCE FOR EMPLOYEES OF THE TOWN OF SIGNAL MOUNTAIN WITH MUTUAL OF OMAHA WITH PREVIOUS COVERAGE REMAINING THE SAME AND WITH NINE AND 9/100 (9.09%) PERCENT INCREASE IN PREMIUMS TO TWENTY-FOUR CENTS (\$.24) PER ONE THOUSAND DOLLARS OF COVERAGE.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Town Manager and/or Mayor is authorized to renew a contract for life insurance for employees of the Town of Signal Mountain with Mutual of Omaha with previous coverage remaining the same with a nine and 9/100 (9.09%) percent increase in premiums to \$.24 per one thousand dollars of coverage for the term of July 1, 2005, through June 30, 2006.


MAYOR


RECORDER

6-27-2005
DATE

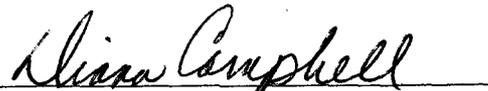
6-27-2005
DATE

RESOLUTION NO. R2005-17

A RESOLUTION AUTHORIZING THE MAYOR OR TOWN MANAGER OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH HAMILTON COUNTY, TENNESSEE TO PROVIDE 911 POLICE TELECOMMUNICATIONS AND DISPATCH SERVICES FOR THE TOWN BEGINNING JULY 1, 2005 THROUGH JUNE 30, 2006 FOR A TOTAL AMOUNT OF NINETEEN THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 00/100 (\$19,437.00) DOLLARS.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Mayor or Town Manager is authorized to enter into an Interlocal Agreement with Hamilton County, Tennessee to provide 911 Police Telecommunications and Dispatch Services for the Town beginning July 1, 2005 through June 30, 2006 for a total amount of \$19,437.00, as outlined in the attached Interlocal Agreement.


MAYOR


RECORDER

6-27-2005
DATE

6-27-2005
DATE

INTERLOCAL TELECOMMUNICATIONS / DISPATCH AGREEMENT

Between

HAMILTON COUNTY, TENNESSEE

And

THE TOWN OF SIGNAL MOUNTAIN

THIS INTERLOCAL AGREEMENT made this _____ day of _____, 2005 by and between the Hamilton County, Tennessee and Hamilton County Emergency Services; (hereinafter referred to as "the County"), a political subdivision of the State of Tennessee, and the Town of Signal Mountain (hereinafter referred to as "the Town"), a political subdivision of the State of Tennessee.

WHEREAS, the County has the facilities at the 911 Center to provide fire and emergency medical services telecommunications and dispatch services throughout the County; and

WHEREAS, the Town wishes to utilize the County's available fire and emergency medical telecommunications and dispatch services located at the 911 Center during the term of this agreement; and

WHEREAS, this utilization of fire and emergency medical telecommunications and dispatch services will be in the best interests of both the Town and the County;

NOW THEREFORE, both parties agree to enter into this Interlocal Agreement, pursuant to T.C.A. 12-9-101 et seq., upon the terms and conditions set out herein.

I

The County agrees as follows:

1. To handle all E-911 calls from residents within the Town for any fire and emergency medical services situations;
2. To handle all fire services and emergency medical services calls, which require the dispatch of Signal Mountain Fire Department personnel, in accordance with Signal Mountain's Standard Operating Guidelines;

3. To dispatch all fire and emergency services calls using Signal Mountain's Standard Operating Guidelines and/or procedures mutually agreed upon by both of the agencies.
4. To handle all Signal Mountain fire and emergency medical services mutual aid telecommunications traffic.
5. To maintain thorough radio logs and complete run sheets which may be accessed by Town personnel when necessary;
6. The 911 Board pays for all equipment located at the 911 Center

II

The Town agrees as follows:

1. To be responsible for all costs including maintenance and services related to the equipment owned by the Town and located within the Town of Signal Mountain, which includes, but is not limited to, any Base stations, transmitters and towers and all related accessories necessary to keep said equipment in the best operating condition possible for communications between the 911 Center and the Town; **(This agreement in no way voids or supersedes any previous agreement between the Town of Signal Mountain and the City of Chattanooga, pertaining to radio equipment maintenance and repair of equipment located within the Town of Signal Mountain).**
2. To pay the County the total amount of Nine Thousand Three Hundred Sixty and 00/100 (\$9,360.00) Dollars annually for all fire and emergency medical service telecommunications and dispatch services beginning July 1, 2005 throughout the term of this Interlocal Agreement. Payments shall be made quarterly in the amount of Two Thousand Three Hundred and Forty and 00/100 (\$2,340.00) Dollars for all fire and emergency medical telecommunications and dispatch services which shall be paid by the Town on or before the end of each calendar Quarter in which services have been provided. Payments shall be made beginning September 1, 2005, January 1, 2006, April 1, 2006 and June 1, 2006 during the first year of the term of this agreement and this payment schedule shall be

continued at this quarterly payment amount until otherwise changed by mutual agreement of the parties in writing while this agreement remains in effect.

3. The Town agrees to pay any necessary monthly telephone line expenses which are required to facilitate the transmission of the Signal Mountain Fire Department's frequency from the 911 Center to the Town's transmission site.

III

The initial term of this Interlocal Agreement shall begin on July 1, 2005 and shall continue for one year up to and including June 30, 2006. This Interlocal Agreement may be extended from year to year by mutual agreement of both parties until terminated by either party.

IV

Either party may terminate this agreement at any time, with or without cause, after giving one hundred twenty (120) days written notice of the date of termination to the other party. Upon termination of this agreement, any payment from the Town will be pro-rated from the service period last paid continuing through the date of termination. Any payment due from the Town shall be paid within thirty (30) days after the termination of this agreement. Should the County owe the Town any reimbursement, said reimbursement shall be calculated on a pro-rated basis for services rendered and the County shall reimburse the Town within thirty (30) days after the termination of this agreement.

V

The amount the Town pays the County for fire and emergency medical telecommunications and dispatch services for the first year of this agreement are set out in Section II above until July 1, 2006. Any increases in the payment by the Town for telecommunications and dispatch services will be discussed annually, more than 120 days prior to the termination date of this agreement on July 1 of each subsequent year of this agreement. Factors which may be considered by the parties in determining the cost of any increased payments for this service shall include future increases in telecommunications and dispatch costs from service providers and annual personnel wage increases paid by the County. During any period that this agreement continues in effect fee increases requested by the County will not exceed 5% per year or in any given year. The County shall notify the Town of any proposed increase no later than March 1st of each year that this agreement remains in effect.

VI

The Town acknowledges that all records generated by the County in providing said services contained herein are public record and will be available to anyone in accordance with the laws of the State of Tennessee.

VII

Both parties acknowledge that as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (TGTLA), as set out in T.C.A. §§ 29-20-101, et seq. Each party agrees to be solely responsible for acts or omissions of their respective employees or agents to the full extent of the limits of liability set out in the TGTLA. Each party also agrees to indemnify and hold harmless the other from all losses, costs or damages resulting from acts or omissions of their agents or employees to the full extent of the limits of liability set out in the TGTLA.

IN WITNESS WHEREOF, both parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

Hamilton County, Tennessee

BY: _____
TITLE _____

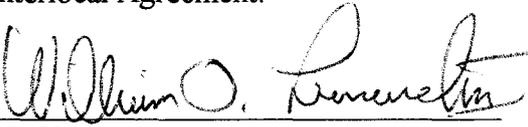
Town of Signal Mountain, Tennessee

BY: William O. Kennedy
TITLE MAYOR

RESOLUTION NO. R2005-18

A RESOLUTION AUTHORIZING THE MAYOR OR TOWN MANAGER OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH HAMILTON COUNTY, TENNESSEE TO PROVIDE FIRE AND EMERGENCY MEDICAL SERVICES TELECOMMUNICATIONS AND DISPATCH SERVICES FOR THE TOWN BEGINNING JULY 1, 2005 THROUGH JUNE 30, 2006 FOR A TOTAL AMOUNT OF NINE THOUSAND THREE HUNDRED SIXTY AND 00/100 (\$9,360.00) DOLLARS.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Mayor or Town Manager is authorized to enter into an Interlocal Agreement with Hamilton County, Tennessee to provide fire and emergency medical services telecommunications and dispatch services for the Town beginning July 1, 2005 through June 30, 2006 for a total amount of \$9,360.00, as outlined in the attached Interlocal Agreement.


MAYOR


RECORDER

6-27-2005
DATE

6-27-2005
DATE

INTERLOCAL TELECOMMUNICATIONS / DISPATCH AGREEMENT

Between

HAMILTON COUNTY SHERIFF'S OFFICE

And

THE TOWN OF SIGNAL MOUNTAIN

THIS INTERLOCAL AGREEMENT made this _____ day of _____, 2005 by and between the Hamilton County Sheriff's Office; (hereinafter referred to as "the Sheriff"), a political subdivision of the State of Tennessee, and the Town of Signal Mountain (hereinafter referred to as "the Town"), a political subdivision of the State of Tennessee.

WHEREAS, the Sheriff has the facilities at the 911 Center to provide police telecommunications and dispatch services throughout the County; and

WHEREAS, the Town wishes to utilize the Sheriff's available telecommunications and dispatch services located at the 911 Center during the term of this agreement; and

WHEREAS, this utilization of telecommunications and dispatch services will be in the best interests of both the Town and the Sheriff;

NOW THEREFORE, both parties agree to enter into this Interlocal Agreement, pursuant to T.C.A. 12-9-101 et seq., upon the terms and conditions set out herein.

I

The Sheriff agrees as follows:

1. To handle all 911 calls from residents within the Town for any police services situations;
2. To handle all calls, which require the dispatch of Signal Mountain Police Department personnel, in accordance with Signal Mountain's operating procedures;
3. To dispatch all calls using Signal Mountain's operating procedures and/or procedures mutually agreed upon by both of the agencies.
4. To handle all Signal Mountain Police telecommunications traffic, which is routed to the 911 center, to include "after hours" emergency calls for other Signal Mountain departments (streets, water, etc.);

5. To maintain thorough radio logs and complete run sheets which may be accessed by Town personnel when necessary;
6. To provide all necessary Entry and Query services for the TCIC, NCIC and NLETS systems pursuant to the attached Terminal Agency / Non-Terminal Agency User Agreement and direct print necessary hard copies for the Signal Mountain Police Department;
7. The 911 Board pays for all equipment located at the 911 Center

II

The Town agrees as follows:

1. To be responsible for all costs including maintenance and services related to the equipment owned by the Town and located within the Town of Signal Mountain, which includes, but is not limited to, any Base stations, transmitters and towers and all related accessories necessary to keep said equipment in the best operating condition possible for communications between the 911 Center and the Town; **(This agreement in no way voids or supersedes any previous agreement between the Town of Signal Mountain and the City of Chattanooga, pertaining to radio equipment maintenance and repair of equipment located within the Town of Signal Mountain).**
2. To pay the Sheriff the total amount of Nineteen Thousand Four Hundred Thirty Seven and no/100 (\$19,437.00) Dollars annually for all telecommunications and dispatch services beginning July 1, 2005 throughout the term of this Interlocal Agreement. Payment shall be made quarterly in the amount of Four Thousand Eight Hundred and Fifty Nine and 25/100 (\$4859.25) Dollars which shall be paid by the Town on or before the end of each calendar Quarter in which services have been provided. Payments shall be made beginning September 1, 2005, January 1, 2006, April 1, 2006 and June 1, 2006 during the first year of the term of this agreement and this payment schedule shall be continued at this quarterly payment amount until otherwise changed by mutual agreement of the parties in writing while this agreement remains in effect.
3. The Town agrees to pay any necessary monthly telephone line expenses which are required to facilitate the transmission of the Signal Mountain Police Department's frequency from the 911 Center to the Town's transmission site.

III

The initial term of this Interlocal Agreement shall begin on July 1, 2005 and shall continue for one year up to and including June 30, 2006. This Interlocal Agreement may be extended from year to year by mutual agreement of both parties until terminated by either party.

IV

Either party may terminate this agreement at any time, with or without cause, after giving one hundred twenty (120) days written notice of the date of termination to the other party. Upon termination of this agreement, any payment from the Town will be pro-rated from the service period last paid continuing through the date of termination. Any payment due from the Town shall be paid within thirty (30) days after the termination of this agreement. Should the Sheriff owe the Town any reimbursement, said reimbursement shall be calculated on a pro-rated basis for services rendered and the Sheriff shall reimburse the Town within thirty (30) days after the termination of this agreement.

V

The amount the Town pays the Sheriff for telecommunications and dispatch services for the first year of this agreement are set out in Section II above until July 1, 2006. Any increases in the payment by the Town for telecommunications and dispatch services will be discussed annually, more than 120 days prior to the termination date of this agreement on July 1 of each subsequent year of this agreement. Factors which may be considered by the parties in determining the cost of any increased payments for this service shall include future increases in telecommunications and dispatch costs from service providers and annual personnel wage increases paid by the Sheriff. During any period that this agreement continues in effect fee increases requested by the Sheriff will not exceed 5% per year or in any given year. The Sheriff shall notify the Town of any proposed increase no later than March 1st of each year that this agreement remains in effect.

VI

The Town acknowledges that all records generated by the Sheriff in providing said services contained herein are public record and will be available to anyone in accordance with the laws of the State of Tennessee.

VII

Both parties acknowledge that as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (TGTLA), as set out in T.C.A. §§ 29-20-101, et seq.

Each party agrees to be solely responsible for acts or omissions of their respective employees or agents to the full extent of the limits of liability set out in the TGTLA. Each party also agrees to indemnify and hold harmless the other from all losses, costs or damages resulting from acts or omissions of their agents or employees to the full extent of the limits of liability set out in the TGTLA.

IN WITNESS WHEREOF, both parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

Hamilton County Sheriff's Office

BY: _____
TITLE _____

Town of Signal Mountain, Tennessee

BY: William D. Penn
TITLE Mayor