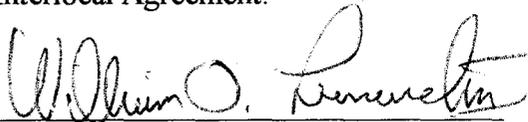


RESOLUTION NO. R2005-18

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, 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