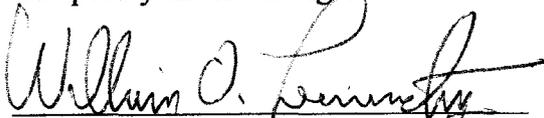
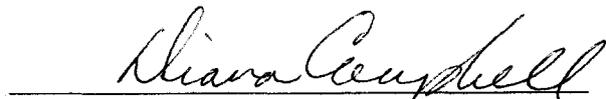


RESOLUTION NO. R2005-8

A RESOLUTION AUTHORIZING THE MAYOR OR TOWN MANAGER OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE TO EXECUTE A TEMPORARY INTERLOCAL AGREEMENT WITH HAMILTON COUNTY, TENNESSEE TO PROVIDE 911 POLICE TELECOMMUNICATIONS AND DISPATCH SERVICES FOR THE TOWN BEGINNING APRIL 15, 2005 THROUGH JUNE 30, 2005 FOR A TOTAL AMOUNT OF THREE THOUSAND TWO HUNDRED THIRTY-NINE AND 50/100 (\$3,239.50) 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 a Temporary Interlocal Agreement with Hamilton County, Tennessee to provide 911 Police Telecommunications and Dispatch Services for the Town beginning April 15, 2005 through June 30, 2005 for a total amount of \$3,239.50, as outlined in the attached Temporary Interlocal Agreement.

  
MAYOR

  
RECORDER

4-11-05  
DATE

4-11-05  
DATE

**TEMPORARY INTERLOCAL  
TELECOMMUNICATIONS/DISPATCH AGREEMENT**

**Between**

**HAMILTON COUNTY SHERIFF'S OFFICE**

**And**

**THE TOWN OF SIGNAL MOUNTAIN**

**THIS TEMPORARY INTERLOCAL AGREEMENT** made this 11<sup>th</sup> day of APRIL, 2005 by and between 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, shall, upon execution, be in effect from **April 15, 2005 through June 30, 2005.**

**WHEREAS**, the Sheriff has the facilities to provide police telecommunications and dispatch services for the Town and throughout the County; and

**WHEREAS**, the Town wishes to temporarily utilize the Sheriff's available telecommunications and dispatch services until the next fiscal budget cycle for a term from April 15, 2005 through June 30, 2005; and

**WHEREAS**, this temporary utilization of telecommunications and dispatch service will be in the best interest 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 through 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 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 supercedes a 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 amount of Three Thousand Two Hundred Thirty Nine and 50/100 (\$3,239.50) Dollars for all services beginning April 15, 2005 through June 30, 2005. Payment shall be made within thirty (30) days after the commencement of services by the Sheriff.
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

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.

IV

Upon the conclusion of this temporary Interlocal agreement term on July 1, 2005, the Sheriff and the Town may enter into a separate and individual agreement pertaining to long-term communication services for the upcoming fiscal year.

V

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

VI

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 on the day and year first above written.

**Hamilton County Sheriff's Office**BY: John CuppTITLE: Sheriff**Town of Signal Mountain**BY: William O. PerumalTITLE: MAYOR