

RESOLUTION NO. R2005-9

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 FIRE AND EMERGENCY MEDICAL SERVICES TELECOMMUNICATIONS AND DISPATCH SERVICES FOR THE TOWN FOR THE PERIOD FROM APRIL 15, 2005 THROUGH JUNE 30, 2005 FOR THE TOTAL AMOUNT OF ONE THOUSAND NINE HUNDRED FIFTY AND 00/100 (\$1,950.00) 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 a Temporary Interlocal Agreement with Hamilton County, Tennessee to provide fire and emergency medical services telecommunications and dispatch services to the Town for the period from April 15, 2005 through June 30, 2005 for the total amount of \$1,950.00, as outlined in the attached Temporary Interlocal Agreement.

William O. Bennett
MAYOR

Sharon Campbell
RECORDER

4-11-05
DATE

4-11-05
DATE

**TEMPORARY INTERLOCAL TELECOMMUNICATIONS /
DISPATCH AGREEMENT**

Between

HAMILTON COUNTY, TENNESSEE

And

THE TOWN OF SIGNAL MOUNTAIN

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

WHEREAS, the County has the facilities to provide fire and emergency medical services telecommunications and dispatch services for the Town and throughout Hamilton County; and

WHEREAS, the Town wishes to temporarily utilize the County's available fire and emergency medical services 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 fire and emergency medical services 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 amount of One Thousand Nine Hundred and Fifty and 0/100 (\$1,950.00) Dollars for all fire and emergency medical telecommunications and dispatch services beginning April 15, 2005 through June 30, 2005. Payment shall be made within thirty (30) days after the commencement of services by the County.
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

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.

IV

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

V

The Town acknowledges that all records generated by the County 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.



CLAUDE RAMSEY, County Mayor

STATE OF TENNESSEE

COUNTY OF HAMILTON:

The undersigned, a Notary Public, does hereby certify that Mr. Claude Ramsey whose name as County Mayor of the Hamilton County, is signed to the foregoing Instrument and who is known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of the County of Hamilton, Tennessee and with full authority, executed and delivered the same voluntarily and as the act of the County of Hamilton, Tennessee, on the day the same bears date.

Given under my hand and seal of office, this _____ day of _____, 2005.

Notary Public

My commission expires: _____



WILLIAM O. LEONARD, Town Mayor

STATE OF TENNESSEE

COUNTY OF HAMILTON:

The undersigned, a Notary Public, does hereby certify that Mr. William O. Leonard whose name as Town Mayor of the Town of Signal Mountain, is signed to the foregoing Instrument and who is known to be such official, acknowledged before me on this day under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of the Town of Signal Mountain, Tennessee and with full authority, executed and delivered the same voluntarily and as the act of the Town of Signal Mountain, Tennessee, on the day the same bears date.

Given under my hand and seal of office, this _____ day of _____, 2005.

Notary Public

My commission expires: _____