

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CHIEF OF THE CHATTANOOGA FIRE DEPARTMENT TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF SIGNAL MOUNTAIN TO PAY FOR WATER USAGE FOR ANY FIRE DEPARTMENT TRAINING, FIREFIGHTING, FLOW TESTING, AND FLUSHING IN THE AREA OF PALISADES AND BALMORAL DRIVE.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Chief of the Chattanooga Fire Department is hereby authorized to enter into an Interlocal Agreement with the Town of Signal Mountain to pay for water usage for any Fire Department training, firefighting, flow testing, and flushing in the area of Palisades and Balmoral Drive.

The Fire Department will only reimburse Signal Mountain for water usage that benefits the City of Chattanooga and its citizens. The reimbursement rate is \$5.05 per one thousand (1,000) gallons up to twelve thousand (12,000) when the rates will increase to \$5.78 per 1,000 gallons.

ADOPTED: \_\_\_\_\_, 2012

/mms

# City of Chattanooga



## Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date Prepared: November 8, 2012

Preparer: Randy Parker/Terri Womac

Department: Fire Department

### Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council):

A resolution for the Fire Chief to enter into a Interlocal Agreement with the town of Signal Mountain to pay for usage of water

for any Fire Department Training, Firefighting, or Flow Testing and Flushing in the area of Palisades and Balmoral Drive.

The Fire Department will only reimburse Signal Mountain for water usage that benefits the City of Chattanooga and its citizens

The reimbursement rate is \$5.05 per one thousand (1,000) gallons up to twelve thousand (12,000) when the rates will increase to \$5.78 per 1,000 gallons

Name of Vendor/Contractor/Grant, etc.

New Contract/Project? (Yes or No) Yes

Total project cost \$ 0

Funds Budgeted? (YES or NO) No

Total City of Chattanooga Portion \$

Provide Fund

City Amount Funded \$ 0.00

Provide Cost Center

New City Funding Required \$

Proposed Funding Source if not budgeted

City's Match Percentage %

Grant Period (if applicable)

### List all other funding sources and amount for each contributor.

Amount(s)

Grantor(s)

\$

\$

Agency Grant Number

CFDA Number if known

Approved by:

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

**INTERLOCAL FIREFIGHTING WATER SERVICE  
AGREEMENT WITH THE TOWN OF SIGNAL MOUNTAIN**

This Interlocal Agreement is entered into by and between the Town of Signal Mountain, hereinafter the TOWN, and the CITY OF CHATTANOOGA which conducts operations of the Chattanooga Fire Department, hereinafter FIRE DEPARTMENT, which is engaged in firefighting necessitating the use of unmetered water for such purposes; and

WHEREAS, the TOWN is unwilling to furnish water to the FIRE DEPARTMENT except pursuant to a written Agreement establishing the arrangements for the sale of such water; and

WHEREAS, the FIRE DEPARTMENT agrees to be bound by the conditions of this Interlocal Agreement dated \_\_\_\_\_, 2012, and all terms contained in this Interlocal Agreement.

NOW, THEREFORE, the parties do agree as follows:

1. This Interlocal Agreement shall have an initial term of a period of one (1) year from and after its effective date and thereafter shall be automatically renewed for three (3) additional terms of one (1) year from and after the effective date upon the same terms and conditions, subject to the right of either party to terminate this Agreement if either party provides thirty (30) days' written notice before the end of December in any contract year of its desire to terminate this Interlocal Agreement.
2. The TOWN agrees to provide water to FIRE DEPARTMENT for fire department training, firefighting extinguishing purposes, and for flow testing and flushing uses only so long as the FIRE DEPARTMENT fully complies with all terms of this Agreement and subject to the retained authority of the TOWN to limit such usage as may be necessary to maintain minimum water pressure. In the event the FIRE DEPARTMENT shall fail to comply with this Agreement by the submission of accurate reports as herein required and the timely payment of all bills, the TOWN may give the FIRE DEPARTMENT ten (10) days' written notice of default with the opportunity to remedy such, without penalty, in the manner provided by the notice. The contractual remedy for nonpayment of any bill shall be payment in full. The contractual remedy for not filing an accurate and timely report with the TOWN as to any firefighting, fire drill, practice or flow testing and flushing water usage shall be the preparation and filing of such accurate report within fourteen (14) days after the original deadline. Upon the failure of the FIRE DEPARTMENT to remedy such contractual violation, the TOWN reserves the right to cut off water. Thereafter, and until its default is completely cured, any use of water by the FIRE DEPARTMENT or any of its members or employees shall not be authorized from any hydrants or mains maintained by the TOWN.
3. A written report shall be filed with the TOWN MANAGER quarterly. If the report fails to state the time length of usage by the FIRE DEPARTMENT, such time shall be presumed to be one (1) hour for each practice session or such greater time as records may establish shall have lapsed between the dispatch time and the in-service time at the scene, or between the dispatch and return times taken from the incident or training report. If the pumping capacity of the FIRE DEPARTMENT vehicle shall not be specified, it shall be presumed to be one thousand five hundred (1,500) gallons per minute.

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4. The TOWN shall compute each quarter's usage of water for firefighting, practice or other use on the basis of the written report filed with the TOWN MANAGER and the same shall be billed to the FIRE DEPARTMENT at the regular billing time for residential customers. The billing rate shall be the actual cost of the production of the water which, on the basis of current rates, is \$5.05 per one thousand (1,000) gallons. However, if usage exceeds twelve thousand (12,000) gallons, the cost to be paid by the FIRE DEPARTMENT shall increase to \$5.78 per one thousand (1,000) gallons for all gallons in excess of twelve thousand (12,000). This will be the initial billing fee during the initial term of this Agreement. Any subsequent cost change approved by the TOWN COUNCIL shall become effective on the annual renewal date of the Agreement.

5. The TOWN shall have the right to inspect any FIRE DEPARTMENT dispatch or other records for data as to dates and times of dispatch broadcasts for firefighting purposes, and the TOWN may use the presumptive quantities herein established for initial billing purposes as well as requiring the FIRE DEPARTMENT to remedy any defaults in filing the reports required by this Interlocal Agreement.

6. This Interlocal Agreement and the rules, resolutions, regulations and minutes of the TOWN constitute the entire agreement between the parties. All prior representations, practices procedures or understandings have been merged herein. This Agreement may not be modified or terminated except in writing and signed by the Chief of the FIRE DEPARTMENT and the TOWN MANAGER. This Agreement is entered into and shall be governed by and construed according to the laws of the State of Tennessee.

7. This Interlocal Agreement is non-assignable without the express, written consent of the TOWN MANAGER. No assignment shall be effective unless and until the assignee assumes all of the FIRE DEPARTMENT'S obligations in writing and delivers an executed copy of such assumption to the TOWN MANAGER. The assumption agreement shall be in a form satisfactory to counsel for the TOWN.

8. In the event any terms of this Interlocal Agreement are breached, the defaulting party agrees to pay the court costs, expert witness fees, damages, interest, and attorneys' fees incurred by the non-defaulting party which are reasonably incurred as a result of such breach.

9. The FIRE DEPARTMENT agrees that it shall not connect any pumper to actively pump from any TOWN fire hydrant that has its bonnet painted RED. However, the FIRE DEPARTMENT may use the free-flowing water from such hydrants to fill the pumper tanks, tankers or portable reservoirs used in firefighting. Hydrant barrels shall be painted yellow, and bonnets will be painted one of five colors by the TOWN.

**The following code shall be used to determine whether a FIRE DEPARTMENT pump may be connected to a TOWN hydrant:**

**Black** - Hydrant not usable, shut off for repairs or does not meet minimum flow standard.

**Red** - Pumper not to be connected for active pumping, only for filling as flow is less than or equal to 500 gpm

**Orange** - Pumper may be used as hydrant test shows a flow of 500 - 1000 gpm

**Green** - Pumper may be used as hydrant test shows a flow of 1000 - 1500 gpm

**Blue** - Pumper may be used as hydrant test shows a flow of 1500+ gpm

NOTE: Hydrant caps may be painted yellow or to match the bonnet color.

10. The TOWN shall maintain all fire hydrants, as they are property of the TOWN. If any hydrant becomes defective while being used by the FIRE DEPARTMENT, the FIRE DEPARTMENT shall notify the TOWN MANAGER of the problem at the earliest practicable time. Upon investigation by the TOWN'S water department maintenance personnel, if it is reasonably determined that the hydrant has become defective through abuse or misuse by the FIRE DEPARTMENT, then the TOWN shall repair the hydrant and bill the FIRE DEPARTMENT for the cost of all materials, labor and a restocking penalty of 25 percent above the cost of all equipment used in repairs. The FIRE DEPARTMENT shall pay the same but shall not thereby waive its right to contest the imposition or amount of the charges.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CHATTANOOGA FIRE DEPARTMENT

By: \_\_\_\_\_

FIRE CHIEF

TOWN OF SIGNAL MOUNTAIN

By: \_\_\_\_\_

TOWN MANAGER