

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

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR ACCESS TO THE CHATTANOOGA AREA COPLINK NODE BETWEEN CHATTANOOGA POLICE DEPARTMENT (486 USERS); HAMILTON COUNTY SHERIFF'S OFFICE (165 USERS); CLEVELAND POLICE DEPARTMENT (91 USERS); BRADLEY COUNTY SHERIFF'S OFFICE (104 USERS); SIGNAL MOUNTAIN POLICE DEPARTMENT (16 USERS); EAST RIDGE POLICE DEPARTMENT (38 USERS); AND RED BANK POLICE DEPARTMENT (22 USERS) DESIGNED TO ESTABLISH A COST SHARING AGREEMENT BETWEEN ALL AGENCIES, WITH THE CITY'S PORTION IN THE AMOUNT OF SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY-FOUR AND 02/100 DOLLARS (\$17,584.02), FOR A TOTAL AMOUNT OF THIRTY-TWO THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS (\$32,563.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby approving a Memorandum of Understanding for access to the Chattanooga Area COPLINK NODE between Chattanooga Police Department (486 Users); Hamilton County Sheriff's Office (165 Users); Cleveland Police Department (91 Users); Bradley County Sheriff's Office (104 Users); Signal Mountain Police Department (16 Users); East Ridge Police Department (38 Users); and Red Bank Police Department (22 Users) designed to establish a cost sharing agreement between all agencies, with the City's portion in the amount of \$17,584.02, for a total amount of \$32,563.00.

ADOPTED: \_\_\_\_\_, 2016

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 5/26/16

Preparer: Ulystean Oates

Department: \_\_\_\_\_

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # \_\_\_\_\_ Council District # \_\_\_\_\_

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR ACCESS TO THE CHATTANOOGA AREA COPLINK NODE BETWEEN CHATTANOOGA POLICE DEPARTMENT (486 USERS), HAMILTON COUNTY SHERIFF OFFICE (165 USERS), CLEVELAND POLICE DEPARTMENT (91 USERS), BRADLEY COUNT SHERIFF OFFICE (104 USERS), SIGNAL MOUNTAIN POLICE DEPARTMENT (16 USERS), EAST RIDGE POLICE DEPARTMENT (38 USERS), AND RED BANK POLICE DEPARTMENT (22 USERS) DESIGNED TO ESTABLISH A COST SHARING AGREEMENT BETWEEN ALL AGENCIES IN THE AMOUNT OF THIRTY TWO THOUSAND FIVE HUNDRED SIXTY THREE DOLLARS (\$32,563).

Name of Vendor/Contractor/Grant, etc. \_\_\_\_\_  
Total project cost \$ 32,563.00  
Total City of Chattanooga Portion \$ 17,584.02  
City Amount Funded \$ \_\_\_\_\_  
New City Funding Required \$ \_\_\_\_\_  
City's Match Percentage % \_\_\_\_\_

New Contract/Project? (Yes or No) No  
Funds Budgeted? (YES or NO) Yes  
Provide Fund 1100  
Provide Cost Center H00702  
Proposed Funding Source if not budgeted \_\_\_\_\_  
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 \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: October, 2011

<b>Agencies</b>	<b>Users</b>	<b>Annual Cost Per Agency</b>
Chattanooga P.D.	486	\$17,584.02
Hamilton Co SO	165	\$5,969.88
Cleveland P.D.	91	\$3,292.48
Bradley Co SO	104	\$3,762.84
Signal Mountain P.D.	16	\$578.90
East Ridge P.D.	38	\$1,374.88
Red Bank P.D.	22	\$795.98
Total CopLink Users	900	
<b>Cost per user</b>		<b>\$36.18</b>
S&S - Subscription & Licensing		\$19,963.00
DSIS - Annual Maintenance Fees		\$12,600.00
<b>Total CopLink Invoice</b>		<b>\$32,563.00</b>

## Memorandum of Understanding Chattanooga Area Node Share of Cost Agreement

This Memorandum of Understanding (“MOU”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Fiscal Agent and Member Agencies.

### **Purpose and Background**

The Fiscal Agent and Member Agencies agree to the terms and conditions set forth in the Chattanooga Area Node MOU. This consortium is overseen by the Chattanooga Area Node Member Board. Agencies enter into this cost sharing agreement to participate in the information-sharing system known as COPLINK via the Chattanooga Area Node. This agreement outlines the financial working relationship and cost-sharing contract for Chattanooga Area Node member agencies.

THEREFORE, the Member Agencies hereby agree to the following:

### **1 Definitions**

- 1.1 **Chattanooga Area Node** is the name of the CopLink node information sharing system.
- 1.2 **Data** means electronic facts, detailed information, or other material provided by a Member Agency.
- 1.3 **Data Repository** means the computer equipment used to store, connect and disseminate COPLINK information to Member Agencies.
- 1.4 **Fiscal Agent (SSD)** will be a representative of the Chattanooga Police Department, who is the fiscal agent for the Chattanooga Area Node and will handle and account for funds collected by the Chattanooga Police Department for the benefit of all Member Agencies.
- 1.5 **Chattanooga Area Node** means the collective signatory law and justice agencies, within the region of the Chattanooga Area Node who have agreed to work within the parameters of this Agreement.
- 1.6 **Chattanooga Area Node Consortium** is the collective group of agencies that have entered into a MOU agreement to participate in the Chattanooga Area Node for law enforcement information-sharing.
- 1.7 **Member Agency** means law enforcement agencies contributing data to the Chattanooga Area Node are allowed access to data of other member agencies and other COPLINK nodes.
- 1.8 **IBM** means a corporation with its principal place of business at 9000S. Rita Rd, Tucson, Arizona 85744, and the owner and developer of COPLINK.

1.9 **COPLINK** means the information sharing and analysis software licensed to the member agencies by IBM under the name COPLINK.

## 2 **Effective Date and Term of MOU**

2.1 **Effective Date** the effective date of this MOU is the date noted above and/or the date each subsequent agency signs the agreement.

2.2 **Term** this MOU shall remain in effect until terminated as provided herein. (consider setting an actual date 30 days prior to annual renewal date)

## 3 **Requirements for Participation**

3.1 To participate in the Chattanooga Area Node, agencies agree to share cost based on their number of authorized sworn staff.

3.2 To participate in the Chattanooga Area Node, agencies agree to contribute data from their Records Management System (RMS) as defined by the Chattanooga Area Node Consortium.

## 4 **Financial Oversight and Management**

4.1 **Node Costs** Member Agencies shall pay a proportional share of software purchases, software maintenance, implementation, network, hardware, and operational costs, as approved by the Chattanooga Area Members Board. The operating costs of the Node shall be shared between the member agencies based on the number of authorized sworn officers (FTE) per Member Agency as the numerator and the aggregate number of authorized sworn officers (FTE) of all Member Agencies as the denominator.

4.2 **Annual Budget** Each year SSD shall prepare an annual budget for approval by the Chattanooga Area Node Members Board that includes the share of cost for each Member Agency.

4.3 **Annual Report** At least once per year SSD shall report to the Chattanooga Area Node Members Board on all funds collected and expended by the Chattanooga Area Node Consortium in support of the COPLINK project.

4.4 **Payment Administration** SSD shall administer payments to all vendors and invoice Member Agencies for their share of cost.

4.5 **Financial Responsibility** Each Member Agency is responsible for any costs to connect to the Chattanooga Area Node data repository, which may include acquiring hardware, software, data communication equipment and/or services. Nothing included in this MOU requires any agency to fund the activities of any other Member agency.

## 5 **Payment Schedule**

- 5.1 Agency cost is due within 30 days of receipt of invoice from the fiscal agent. Data integration effort will not begin without receipt of payment.
- 5.2 Agency annual maintenance will be invoiced by the fiscal agent. The annual payment is due within 30 days of receipt of invoice by member agencies. If payment or payment arrangements have not been agreed to, services will be terminated.

The following estimated maintenance fees includes the software maintenance fees from IBM, the hardware, location and maintenance fees necessary to support the node infrastructure, and a hardware refresh. These ongoing sustainment costs will be due annually, 30 days after receipt of invoice from the Fiscal Agent. Annual Maintenance for Node sustainment will begin **July 2016**. The annual maintenance is estimated at **\$X**. An update to this agreement will be submitted for Board approval at that time which will include actual costs.

The parties hereto execute this MOU as of the Effective Date.

Chattanooga Police Department

\_\_\_\_\_

By: Chief of Police Fred Fletcher

**Your Agency Name Here**

\_\_\_\_\_

By:

# Chattanooga Area Node Member Board BYLAWS

## ARTICLE I: NAME

The name of this Board shall be the Chattanooga Area Node<sup>1</sup> Member Board and will be referred to as the Board in the following bylaws.

## ARTICLE II: ESTABLISHMENT

Under mutual agreement of Memorandum of Understandings (Chattanooga Area Node and Cost Agreement), the Board was created on TBD.<sup>2</sup>

## ARTICLE III: PURPOSE

### Section A: Principal Mission

The principal mission of the Board is to study the information sharing landscape, identify deficiencies, and formulate policy, strategic plans and programs for change when opportunities present themselves.

The Board exists to promote information sharing by establishing an integrated system of information technology that maximizes the sharing of data and communication between the Member Agencies while maintaining the confidentiality of privileged or otherwise protected information shared through the system.

The Board is committed to providing the coordinated leadership necessary to establish cohesive policies which are based on research, evaluation and monitoring of policy decisions and program implementations. Through a coordinated planning effort the Board reviews, evaluates and makes policy decisions on vital issues.

### Section B: Guiding Principle

The Board is committed to serve as the planning body for information sharing among law enforcement agencies within the Chattanooga Area Node region. This may include identifying new agencies, new data sets, funding mechanisms, and assure cost is equitably borne by Member Agencies.

## ARTICLE IV: AUTHORITY

The Board has the sole authority to have the Fiscal Agent handle and account for funds collected by the Fiscal Agency for the benefit of all Member Agencies.

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<sup>1</sup> The Chattanooga Area Node encompasses the cities of Chattanooga, Red Bank, East Ridge, Cleveland, and Signal Mtn, as well as the counties of Hamilton and Bradley.

<sup>2</sup> The initial 7 pilot members are Chattanooga Police Department, Hamilton County Sheriff's Department, East Ridge Police Department, Signal Mtn Police Department, Red Bank Police Department, Bradley County Sheriff's Department, and the Cleveland Police Department.

## **ARTICLE V: MEMBERS**

### Section A: Membership by Position

There are twelve members of the Board who are members due to the position they hold. These individuals serve on the Board as long as they occupy the position entitling them to membership. The consensus of these members is required for decisions and recommendations.

- Chief of Police – Chattanooga Police Department
- Chief of Police – Cleveland Police Department
- Chief of Police - East Ridge Police Department
- Chief of Police - Red Bank Police Department
- Chief of Police - Signal Mtn. Police Department
- Sheriff - Bradley County Sheriff's Department
- Sheriff - Hamilton County Sheriff's Department

### Section B: Designees

Board members may designate another individual within their agency or department to represent them either permanently or temporarily at Board meetings.

### Section C: Vendor and/or Contractors

Vendors and contractors may be invited as guests by the Board to attend board meetings in an advisory role to provide status updates, report on special projects, or general guidance on specific subject matters.

## **ARTICLE VI: MEETINGS**

### Section A: Regular Meetings

The Board shall meet regularly, not less than annually. Meetings shall be held at a location to be announced at least one week prior. Arrangements shall be made to allow Member Agencies to attend via conference call or other methods of virtual attendance as costs allow.

### Section B: Quorum

A quorum is no less than a simple majority of the membership of the Board designated in Article V, Sections A and B.

### Section C: Convening Special Meetings

The Chair of the Board may convene a special meeting. Written or electronic notice must be served at least 24 hours in advance. Only items included in the written notice may be discussed or considered.

### Section C: Staff Support

There is currently no funding mechanism in place to fund dedicated support staff for the Chattanooga Area Node. Member agencies shall donate staff resources to assist in fulfilling the goals and objectives of the Board. A Scribe shall be provided by the Chair's Agency. The Scribe shall be responsible for maintaining minutes of meetings, to prepare and provide agendas at the direction of the Chair and to oversee the voting process.

### **ARTICLE VII: NOTICE OF AGENDA**

In order to expedite meetings and promote reasoned decision making, a written agenda shall be provided to each member of the Board at least 7 days in advance of any regularly scheduled meeting outlining with sufficient particularity any action items that will be proposed for decision at the meeting. Members and their representatives are expected to review the agenda, accompanying documentation and proposed action items in advance of the meeting.

### **ARTICLE VIII: OFFICERS**

- Chair – The Chair of the Board shall be elected from among the Board members for a term of no more than two years. The Chair may designate a designee to serve on his/her behalf.
- Vice Chair – The Vice-Chair of the Board shall be elected from the Board members on a calendar year basis. The duties of the Vice-Chair is to act in place of the Chair should the Chair be unable to attend.

### **ARTICLE IX: CONSENSUS**

All decisions of the Board shall be reached by the consensus of the Members designated in Article IV, Sections A and B, who are present for the meeting at which the action item is presented for consideration. No decision may be reached unless a quorum is present at the meeting.

### **ARTICLE X: AMENDMENT OF BYLAWS**

When amendments to the Bylaws are needed, the Board will convene a new ad-hoc Bylaws Committee to draft recommended amendments. Proposed amendments to the bylaws are to be included on the agenda of a regularly scheduled Board meeting and will be voted on by the Membership. Any action in response to the proposed change in the bylaws taken by the Board becomes effective immediately.

Chattanooga Area Node Member Board  
Bylaws Adopted TBD

These Bylaws Approved and adopted on the TBD by consensus.

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Signature of the Chair

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Signature of the Vice Chair