

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF WALDEN, TENNESSEE,
HAMILTON COUNTY, TENNESSEE AND
THE HAMILTON COUNTY, TENNESSEE SHERIFF'S OFFICE
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

Pursuant to *Tennessee Code Annotated* §5-1-113 and 12-9-101 et seq., better known as the Interlocal Cooperation Act, the Town of Walden, which is located in Hamilton County, Tennessee (hereinafter referred to as the "Town"), the Hamilton County Sheriff's Office (hereinafter referred to as the "Sheriff") and Hamilton County, Tennessee, (hereinafter referred to as the "County") do hereby agree as follows:

1. **Term.** This Interlocal Agreement (this "Agreement") shall be deemed effective upon execution and approval by all parties, and shall continue thereafter until June 30, 2017 (the "Initial Term"). Upon the completion of the Initial Term, this Agreement shall automatically renew for three (3) successive periods of three (3) years each (each a "Renewal Term"). Notwithstanding the foregoing, any party may terminate this Agreement upon one hundred and twenty (120) days' written notice to the other parties. The provisions of this Agreement shall remain in full force and effect throughout any Renewal Term.

2. **Law Enforcement Services.** The Sheriff agrees to provide the Town with customary law enforcement services, which shall include without limitation the following services (collectively referred to as the "Law Enforcement Services"):

- a. Law enforcement protection twenty-four (24) hours per day by an officer assigned primarily to the Town, seven (7) days per week, such law enforcement protection including but not limited to the regular patrol of the Town; patrol of Town owned property, specifically including Falling Water Park and the McCoy Property, the

enforcement of curfews, towing of cars parked in violation of a Town Ordinance, and enforcement of all other Ordinances and Regulations of the Town.

- b. Investigative services to investigate all homicides, sex crimes, burglaries, thefts, fires, property damage, vandalism, and other crimes.
- c. Investigative services for all fatal accidents and hits and runs, including reconstruction of such accidents as the Sheriff may order, and other services as needed through the Traffic Division.
- d. Utilization of the Narcotics Division, K-9 Unit, Tactical Unit, and Crime Prevention Education units on an as needed basis.
- e. Service and issuance of citations (upon forms to be provided by the Town) to Town Court for violations of applicable Town Ordinances or Regulations, including without limitation violations of Town Ordinances or Regulations relating to the Falling Water Park (the "Town Citations"), not to exceed thirty (30) citations per calendar year. Service of over thirty (30) Town Citations in any one (1) calendar year will be provided at the cost of ten (\$10.00) dollars per citation.
- f. Appearance by officers at Town Court hearings relating to the Town Citations; provided, however, that Town Court shall be held no more than four (4) times per calendar year.
- g. Provision of a monthly report to the Town of all law enforcement activities occurring within the Town and the appearance of a member of the Sheriff's Office at the monthly Town meetings to discuss the law enforcement activities and to answer questions relating to the same.

h. Such additional services as are necessary, in the Sheriff's reasonable discretion, or reasonably requested by the Town for the health and safety of persons and property within the Town.

3. **Annual Payment.** The Town agrees to pay to the Sheriff each year during the Initial Term annual payments in the amount of One Hundred and Twelve Thousand Dollars (\$112,000.00) for the provision of the Law Enforcement Services (the "Annual Payment") as set forth more particularly in Exhibit A attached hereto and made a part hereof. The Town shall make its payments to the Sheriff in quarterly payments of Twenty-eight Thousand and no/100 Dollars (\$28,000.00), due on July 1st, October 1st, January 1st, and April 1st of each year. Annual Payments for any Renewal Term shall be also be made quarterly on the dates set forth above. After the Initial Term and during each Renewal Term, the Sheriff, by written notice and the provision of satisfactory evidence to the Town, may increase the Annual Payment to correspond to increases in costs relating to officer pay and benefits, but in no event shall such increase be more than four (4) percent from the prior year.

4. **Patrol Car Reimbursement.** Within thirty (30) days following the execution of this Agreement and upon receipt of satisfactory evidence of costs, the Town shall reimburse the Sheriff the sum of Sixty Thousand Six Hundred Thirty-Two dollars (\$60,632.00) for two (2) fully equipped patrol vehicles and other equipment which is reasonably necessary for the implementation of this Agreement as set forth more particularly in Exhibit A attached hereto and made a part hereof (the "Patrol Car Reimbursement"). Once during each Renewal Term and upon receipt of satisfactory evidence of costs, the Town shall pay to the Sheriff the Patrol Car Reimbursement. If this Agreement is terminated by either party pursuant to Section 1 prior to the expiration of the Initial Term, or any Renewal Term, then the Sheriff shall refund to the

Town the prorata share of the Patrol Car Reimbursement. By way of example, if this Agreement were terminated by the Sherriff effective as of June 30, 2016, then the Sheriff would be obligated to reimburse the Town an amount equal to \$20,210.

5. **Maintenance Reimbursement.** The Town shall reimburse the Sheriff for the liability self-insurance assessment for the patrol vehicles, and the patrol vehicles' maintenance, and fuel in the amount of Fifteen Thousand dollars (\$15,000.00) as set forth more particularly in Exhibit A attached hereto and made a part hereof Services (the "Maintenance Reimbursement"), to be paid in quarterly payments of Three Thousand, Seven Hundred and Fifty dollars (\$3,750.00), due on July 1st, October 1st, January 1st, and April 1st of each year. After the Initial Term and during each Renewal Term, the Sheriff, by written notice and the provision of satisfactory evidence to the Town, may increase the Maintenance Reimbursement to correspond to increases in costs relating to maintenance, insurance and fuel, but in no event shall such increase be more than four (4) percent from the prior year.

6. **Duties of the Sheriff.** The Sheriff shall be responsible for the provision of all equipment necessary for the Law Enforcement Services and the payment of all salaries, taxes and insurance related to or required in connection with the Law Enforcement Services, including workers' compensation and any payment due to officers for overtime.

7. **Joint and Several Responsibility.** The Sheriff and the County shall assume joint and several responsibility for all duties related to the Law Enforcement Services, and for any and all acts or omissions of the Sheriff or any deputy, officer, employee, or agent under the Sheriff's direction in the course and scope of his or her duties while performing the Law Enforcement Services or otherwise acting on behalf of the Sheriff or the County. The Sheriff and the County, jointly and severally, will defend, indemnify and hold the Town harmless from and against any

damages, claims, costs or liability relating to or arising from the acts or omissions of any deputy, officer, employee, or agent under the Sheriff's discretion, including all reasonable attorneys' fees and court costs.

8. **Town Representations and Warranties.** The Town represents and warrants to the Sheriff and the County that the Town has duly authorized and approved this Agreement and the same has been duly noted on the minutes of the official records of the Town.

9. **County Representations and Warranties.** The Sheriff and the County each represent and warrant to the Town that the Sheriff and the County each has the power and authority to enter this Agreement and this Agreement has been duly authorized and approved by the Sheriff and the legislative body of the County.

10. **Notice.** All payments, notices, and any other communications required by or related to this Agreement shall be delivered to the appropriate party at the address listed below, or such other address as the party may designate by written notice to the other parties. Any notice or other item to be delivered by either party to the other shall be deemed delivered when delivered by hand or by certified mail, return receipt requested, postage prepaid, and addressed as follows:

The Town: Town of Walden, Tennessee
1836 Taft Highway
P.O. Box 335
Signal Mountain, Tennessee 37377
Attn: Town Recorder

With a copy to: Chambliss, Bahner & Stophel, P.C.
Liberty Tower
605 Chestnut Street, Suite 1700
Chattanooga, Tennessee 37450
Attn: Michael J. Stewart

The Sheriff: Hamilton County Sherriff's Office
600 Market Street
Chattanooga, Tennessee 37402
Attn: Sheriff Jim Hammond

The County: Hamilton County, Tennessee
208 Courthouse
625 Georgia Avenue
Chattanooga, TN 37402
Attn: Mayor Jim Coppinger

With a copy to: Bell & Hobbs
701 Market Street
Suite 1217
Chattanooga, Tennessee 37402
Attn: R. Dee Hobbs

11. **Remedies.** Upon a breach of this Agreement by any party, the non-breaching party(ies) shall have available to it all remedies available at law or in equity. In any litigation between any parties to this Agreement, the prevailing party shall be entitled to reimbursement from the non-prevailing party(ies) all reasonable expenses and court costs, including reasonable attorney's fees actually incurred.

12. **Miscellaneous.** This Agreement represents the entire agreement between the parties, and this Agreement shall not be modified or amended unless documented in a written agreement signed by the parties. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute one and the same instrument.

[Signature Page(s) Attached]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

TOWN OF WALDEN, TENNESSEE

Town of Walden Mayor
Printed Name: _____
Date: _____

HAMILTON COUNTY, TENNESSEE

Hamilton County Mayor
Printed Name: _____
Date: _____

Hamilton County Commission Chairman
Printed Name: _____
Date: _____

HAMILTON COUNTY SHERIFF'S
OFFICE

Hamilton County Sheriff
Printed Name: _____
Date: _____

EXHIBIT A

ITEM	Walden Contract
	New Cost(2014 Contract)
OFFICERS PAY with Benefits	\$112,000.00
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VEHICLES X 2	\$43,300.00
Lightbar, cage, elec	\$7,632.00
Arbitrator	\$8,800.00
Radio	
Stenciling (decal wrap)	\$900.00
TOTAL for CARS	\$60,632.00
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Insurance, maint, etc and fuel,	\$15,000.00
TOTAL	\$187,632.00