

RESOLUTION NO. 440

RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR AUTOMATIC RESPONSE OF FIRE AND RESCUE SERVICES WITH CARTERS VALLEY VOLUNTEER FIRE DEPARTMENT.

WHEREAS, Tenn. Code Anno. § 6-54-601 et seq. and Tenn. Code Anno. §12-9-104 et seq. authorizes public agencies of the state to enter into such interlocal agreements; and

WHEREAS, the health and welfare of the citizens of the Town of Mount Carmel, Tennessee, will be improved by entering into such an agreement; and

WHEREAS, the Fire Chief recommends execution of the attached Interlocal Agreement; and

WHEREAS, Mount Carmel Municipal Code §1-401 *et seq.* allows the Mayor to negotiate such agreements and present same to the Board of Mayor and Aldermen for its approval; and

WHEREAS, the public welfare requires it.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, as follows:

1. The Mayor is authorized to execute on behalf of the Town the Interlocal Agreement attached hereto as Exhibit A.
2. This Resolution shall take effect upon its passage the public welfare requiring it.

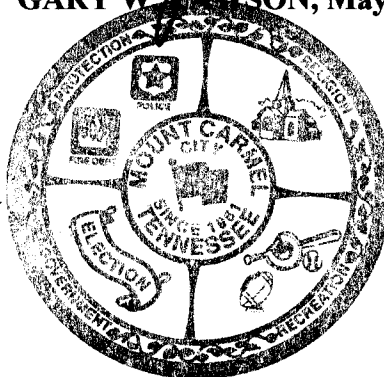
Duly passed and approved this the 22nd day of December, 2009.


GARY W. LAWSON, Mayor

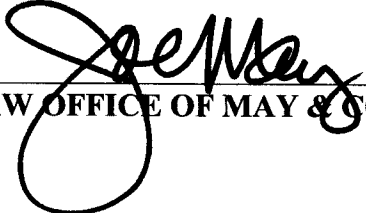
ATTEST:


MARIAN SANDIDGE, City Recorder

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APPROVED AS TO FORM:



LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman William Blakely	✓		
Alderman Richard Gabriel	✓		
Alderman Tresa Mawk	✓		
Alderman Kathy Roberts			absent
Alderman Carl Wolfe	✓		
Vice-Mayor Thomas Wheeler	✓		
Mayor Gary Lawson	✓		
TOTALS	6	0	1

PASSED: December 22, 2009

**INTERLOCAL AGREEMENT FOR
AUTOMATIC RESPONSE OF
FIRE and RESCUE SERVICES**

THIS AGREEMENT made and entered into as of the 22nd day of December, 2009, by and between the TOWN OF MOUNT CARMEL, hereinafter called "Mount Carmel" and CARTERS VALLEY VOLUNTEER FIRE DEPARTMENT, INC., a volunteer fire department in Hawkins County, hereinafter called "Carters Valley."

WHEREAS, *Tenn. Code Anno. §§ 12-9-101, et seq.*, authorizes public agencies of the State to enter into interlocal agreements; and

WHEREAS, *Tenn. Code Anno. §§ 6-54-601, et seq.*, specifically authorizes incorporated cities to enter into agreements with, among other agencies, private incorporated fire departments or organizations of residents and property owners of unincorporated communities for fire fighting assistance; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this agreement is to provide each of the parties through their cooperation, a predetermined plan by which each might render aid to the other as needed for fire fighting, rescue, or related technical support services under specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for Automatic Response with regard to fire fighting, rescue, or related technical support services to provide aid as needed to assure each party of adequate depth of protection.

NOW THEREFORE, pursuant to *Tenn. Code Anno. §§6-54-601 et seq. and Tenn. Code Anno. §§12-9-102 et seq.*, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to provide automatic response to the specific industrial, commercial and selected other properties as listed on Exhibit 1 as attached to this document and further, to provide automatic response to certain areas called "AUTOMATIC RESPONSE ZONES" as the boundaries of such zones are described in Exhibit 1, attached to this document. Adding or subtracting specific properties or zones, when agreed to by all the mayors, and fire chiefs, of the parties to this agreement may amend Exhibit 1.
2. Automatic response is defined as the simultaneous dispatch and response of two or more fire departments to the same property, area, or zone regardless of the actual location or jurisdiction of the property.

3. This agreement shall be valid between the signed parties when the Mayor and Fire Chief of Mount Carmel, and the County Mayor of Hawkins County, and the President and Fire Chief of Carters Valley execute it pursuant to the ordinance/resolution of each party authorizing its representative to execute it.
4. With the exception of the specific services described in this inter-local agreement, all other requests for aid or assistance between the parties shall be governed by *Tenn. Code Anno. §58-8-101 et seq.*, the MUTUAL AID AND EMERGENCY AND DISASTER ASSISTANCE AGREEMENT ACT OF 2004.

TOWN OF MOUNT CARMEL

By: Gary Lawson
Gary Lawson, Mayor

By: Chris Jones
CHRIS JONES, Fire Chief

By: _____ By: _____
Fire Department President Fire Chief - Michael Yates

By: Crockett Lee
Crockett Lee, County Mayor

EXHIBIT 1

Specific Responses:

Departments agree to respond with one (1) engine company and one (1) tanker company from each department, when available, to all structure fires within the AUTOMATIC RESPONSE ZONE.

Automatic Response Zone:

1. Morning Star Road south and east to the Hawkins County line in the areas included in the Carters Valley Volunteer Fire Department.
2. The area inside the town limits of Mount Carmel north of Oak Street and north of Walnut Street.



RECEIVED

DEC 21 2009

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December 17, 2009

Mr. Fred Arnold, Safety Officer
City of Mount Carmel
P.O. Box 1421
Mount Carmel, Tennessee 37645

RE: CASUALTY LOSS CONTROL SURVEY AND RECOMMENDATIONSFile: E505810912

Dear Fred:

On October 20, 2009, the TML Pool conducted a Casualty Loss Control survey of your organization. As a result, we are submitting the following recommendations. Our survey is not intended to be a substitute for continuing local loss control efforts, including surveys and analysis performed by your staff.

The information contained in this report is intended to benefit the TML Pool in underwriting and loss control efforts. The information contained in this report is not for the benefit of others. This survey report is taken from historical records, the conditions observed during the survey, and information provided to us at that time. We believe the exposures addressed in the recommendations listed at *Enclosure 1* have the potential of causing a financial loss to the TML Pool membership. The TML Pool requests that you, or a designated representative, review the recommendations we have made at *Enclosure 1*, and that you please **return a completed copy of *Enclosure 1* within sixty (60) days** indicating what actions have been taken or are proposed to be taken on each recommendation made. **The written response is vital for our reporting Mount Carmel's loss exposures and willingness to implement realistic recommendations to our underwriters and re-insurers for rating and premium purposes.**

If we can be of further assistance to you in any way, or if you have any questions, please contact us.

Sincerely,

Judy Housley
Loss Control Consultant

JH/lis

cc: Michael Fann, Director of Loss Control
Laura Jungmichel, Director of Underwriting
Steve Bryant, Heritage Insurance Agency

ATTACHMENTS:

- Table 1:** Four-year claim summary, including the number of claims and the net incurred cost by accident year. Net incurred costs include amount paid plus open reserves minus recovery
- Table 2:** Ten (10) highest severity causes for workers' compensation and liability claims
- Table 3:** Four-year summary of total claims and net claim cost listed by department
- Enclosure 1:** Loss Control Recommendations

5100 Maryland Way
Brentwood, Tennessee 37027-7534
615-371-0049 / Tennessee WATS Line: 800-624-9698
FAX 615-371-9212

TABLE 1: Detail by Accident Year and Line of Coverage

Worker's Compensation

Loss Experience For Data Beginning 7/1/2004

Of Claims

Net Incurred

7/1/2004	7/1/2005	7/1/2006	7/1/2007	7/1/2008	7/1/2009	Total
0	2	5	4	2	2	15
\$0	\$1,549	\$2,102	\$757	\$1,715	\$174	\$6,297

Loss Experience For Data Beginning 7/1/2004

General Liability

Of Claims

Net Incurred

7/1/2004	7/1/2005	7/1/2006	7/1/2007	7/1/2008	7/1/2009	Total
4	5	9	5	13	2	38
\$5,885	\$4,794	\$2,701	\$2,149	\$13,921	\$2,000	\$31,450

Errors And Omissions

Of Claims

Net Incurred

0	0	0	0	0	0	0
\$0	\$0	\$0	\$0	\$0	\$0	\$0

Law Enforcement

Of Claims

Net Incurred

1	0	0	0	0	0	1
\$6,597	\$0	\$0	\$0	\$0	\$0	\$6,597

Auto General Liability

Of Claims

Net Incurred

0	0	1	0	1	0	2
\$0	\$0	\$2,685	\$0	\$200	\$0	\$2,884

Auto Physical Damage

Of Claims

Net Incurred

0	0	0	2	0	0	2
\$0	\$0	\$0	\$1,209	\$0	\$0	\$1,209

Combined Liability Totals

Of Claims

Net Incurred

5	5	10	7	14	2	43
\$12,482	\$4,794	\$5,385	\$3,358	\$14,121	\$2,000	\$42,140

TML Risk Management Pool**Claims Detail Report**

File Name: 5058200910Ed.xls

Mount Carmel, City Of

TABLE 2: Summary of Claims by Description**Workers' Compensation**

DESCRIPTION	CLAIM COUNT	NET INCURRED
Puncture or cut by needle, glass or object	3	\$1,723
Unmatched codes	2	\$1,650
Lifting, holding or carrying	1	\$942
Exposure to dust, gases, fumes, or smoke	2	\$857
Struck or injured - misc	1	\$534
Foreign Material in eye(s)	1	\$303
Pushing or pulling	1	\$288
Injury from Physical Training	1	\$0
Extreme environmental conditions (hot/cold)	1	\$0
Excessive or continual noise	1	\$0

Combined Liability

DESCRIPTION	CLAIM COUNT	NET INCURRED
Misc - other	13	\$21,242
Viol of Civil Rights/Discrim/Property Rights	1	\$6,597
Falling or Flying Object	16	\$5,876
Backing accidents	1	\$2,685
Fall/Slip at Buildings/Facilities	1	\$2,647
Improperly Maintained Road/Traffic Control Devices	6	\$2,000
Sewer Back-up - Negligence	2	\$894
Misc-flying objects from equip (rock/spray/fluid)	1	\$200
Fall/Slip on Street/Road/Sidewalk	2	\$0

TABLE 3: Summary of Claims by Department**Workers' Compensation**

DEPARTMENT	CLAIM COUNT	NET INCURRED
Police	4	\$1,181
Fire: Volunteer - (Rec's pay or benefits)	3	\$1,762
Water Treatment	2	\$462
Fire: Unpaid Vol - (Rec's nothing)	2	\$0
Fire	1	\$948
Wastewater Collection / Const.	1	\$942
Admin: Clerical	1	\$534
Street Maintenance / Signs	1	\$469

Combined Liability

DEPARTMENT	CLAIM COUNT	NET INCURRED
Street Maintenance / Signs	29	\$23,655
Police	6	\$12,261
Fire	2	\$2,683
Wastewater Collection / Const.	2	\$894
Sanitation	2	\$0
Public Buildings	1	\$2,647
Playing Field	1	\$0



Enclosure 1

CASUALTY LOSS CONTROL SURVEY RECOMMENDATIONS

TML Pool Member: **Mount Carmel** Location Code: 5058
Date of Survey: **October 20, 2009** Date of Last Survey: November 6, 2007
Survey Conducted By: Judy Housley
Were All Recommendations Made On The Last Survey Implemented: Yes (X) No ()

Additional Enclosed Materials:

The TML Pool does not represent that the recommendations made identify all the unsafe conditions that exist for your public entity, nor do we represent that implementing our recommendations will result in compliance with applicable federal, state, or local laws or regulations. Further, we do not represent that implementing our recommendations is the best possible solution and that no injury or financial loss will occur if our recommendations are implemented. You may believe that another course of action will provide additional safety or protection, or it may do so at less risk and cost than the method we suggest. If this is the case, please indicate in your response. The TML Pool does believe that implementing the recommendations made should reduce the potential for injury or financial loss.

Please write in the response section under each recommendation what action has been or will be taken on each recommendation made. Please **return a completed copy of this enclosure to the TML Risk Management Pool, Loss Control Department, within sixty (60) days.**

RECOMMENDATIONS

1-09 Administration (Tennessee Drug Free Workplace Act)

During the survey, we discussed drug testing and what a city legally can and cannot do. Drug testing is an area that has been the source of several court cases and legal opinions but many of our members do test employees beyond the Omnibus Drug Federal program (CDL holders). In preference to our membership's desire to test, the TML Risk Management Pool Board adopted premium credits for members who are following the *State of Tennessee's Drug Free Workplace Program or the MTAS model drug testing program*. These programs outline testing procedures for safety sensitive employees or employees whose work performance can be directly tied to the public's safety. The city identifies those classes that are considered to have a direct influence on the public's safety but the state rules and regulation suggest classes should include those who are required to carry a weapon, operate heavy equipment or deal with confidential records. Adoption of either of these established programs adds legitimacy and legal justification for the testing. One benefit of the state's program is the rule that allows denial of work comp benefits for any employee who tests above the action level for a specific drug following a work-related injury. The burden is then placed on the employee to prove that the drug or alcohol usage did not cause the accident. Without adoption of the Tennessee Drug Free Workplace Program, the burden to deny the comp benefits must be established by proving the use of the drug caused the accident. This is sometimes difficult to do. You may obtain a Drug Free Workplace Program registration packet by calling 1-800-332-2667. If you adopt this program, the state of Tennessee's Department of Labor notifies our underwriting department and the city will receive premium credits at the time of renewal.

Response:

2-09

Administration

(Access to Animal Shelter)

During the survey, it was noted that the Animal Shelter is located at the back of the Wastewater Plant property. Citizens that want to visit the animal shelter must cross through the plant grounds, equipment and operations and this leaves the plant vulnerable to the public. And with this arrangement, the public either goes through an unlocked wastewater plant which may be dangerous to the public and leaves the plant vulnerable to damages. Or, the plant operators have to stop work to escort citizens to the Animal Shelter which draws them away from their primary function. The TML Pool recommends the city work on a building an alternative route to the Shelter that accesses the back of the property. But, this will take some time and until that can be accomplished, the TML Pool recommends signage is posted on the Plant's fence that states animal shelter access is available by appointment only along with the number to schedule an appointment. It is recommended that Shelter volunteers and staff are required to meet the citizenry at the gate of the plant and escort them to the Shelter and subsequently escort them out, as well. It is also recommended that the gate is always locked unless allowing someone to enter or leave the plant.

Response:

3-09

Electrician

(Electrical Arc Protection)

During the survey, we observed a crew working on the electrical circuitry of a pump station that was down. The electrician reported he was not familiar with the NFPA 70e standard regarding Electric Arc Safety which was issued in 2009. This standard describes how to implement OSHA standard Electrical Standard 1926. These standards address electrical safety requirements for employees during activities like installation, operation, maintenance and demolition of electric equipment. The TML Pool recommends training on this standard is provided to the Electrician along with any protective gear that may be necessary to comply with this standard.

Response:

During the survey, we discussed the city's fire response into a portion of the Carter's Valley response area. The city has committed to respond to this area because the city fire department can offer a much quicker response because of the geographic features of the land. The city has entered into a written agreement with Carter's Valley that describes the practice. Our legal counsel has reviewed this contract and recommends that it is modified to include the signature of the County Mayor to assure dispatch and other entities within the county will be bound to honor the agreement.

Response:

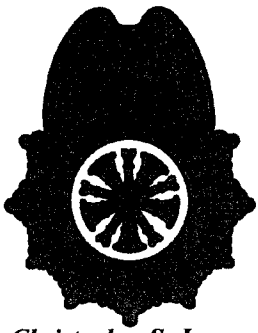
Name of Person Providing Responses to Loss Control Recommendations:

Name: _____

Date: _____

Please Return A Signed Completed Copy of This Enclosure, Within 60 Days, To Lottie Scobee by e-mail to: lscobee@tmlrmp.org OR Fax: 615-371-9212 OR mail to:

TML Risk Management Pool
Attn: Lottie Scobee
Loss Control Department
5100 Maryland Way
Brentwood, TN 37027



Christopher S. Jones
Fire Chief
chiefchrisjones@yahoo.com

Mount Carmel Fire Department

"NEIGHBORS HELPING NEIGHBORS"

P.O. Box 1421
Mount Carmel TN 37645
Office: 423-357-1013
Fax: 423-357-1184

*To: 911 Director
From: Chief Chris Jones
Date: 1-05-09
Subject: Automatic Mutual Aid*

Dear Director,

As of 2:00 pm, on January 05, 2010, I met with the President of Carters Valley Fire Department. At this time he stated that until his board would meet, he would not sign an automatic aid agreement with our department. This is a requirement of our insurance that had to be taken care of immediately.

Therefore, until further notice, we will not be dispatched automatically to any fires outside the corporate limits of Mount Carmel. Should our assistance be needed, the department will make the request over the radio for mutual aid assistance.

Thank You,

Christopher S. Jones
Fire Chief

cc. mayor lawson
marion sandidge
ema director

NOTICE NOTICE NOTICE

TO: ALL FIREFIGHTER AND OFFICERS
FROM: CHIEF CHRIS JONES
DATE: 01-05-10
SUBJECT: AUTOMATIC AID RESPONSE

FF's/OFFICERS,

UNTIL FURTHER NOTICE, DO NOT
RESPOND AUTOMATICALLY TO ANY FIRES
OR INCIDENTS AUTOMATICALLY. AT THIS
TIME, WE DO NOT HAVE ANY
AGREEMENTS WITH ANY DEPARTMENTS
TO DO THIS TYPE OF RESPONSE.

HOWEVER IF WE ARE REQUESTED FOR
MUTUAL AID OVER THE RADIO, THEN WE
WILL RESPOND WITH 1801, 4
FIREFIGHTERS AND AN OFFICER UNLESS
DIRECTED OTHERWISE BY THE CHIEF.

THANK YOU,
CHIEF JONES

P-1/2

To: Whom it may concern
From: Chief Chris Jones
Date: 01-06-10
Subject: Automatic Aid between Carters Valley and Mount Carmel

Dear Sir's,

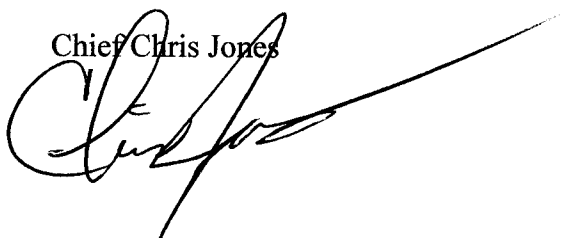
In December, I was notified by TML, by letter, that the addition of the County Mayors signature was required on the automatic aid agreement between Mount Carmel Fire and Carters Valley Fire. I immediately placed the Automatic Aid agreement on the December agenda for immediate correction. The city recorder gave me 3 copies that required the signatures from the County Mayor, Carters Valley Fire Chief, and President of Carters Valley Fire Department. I ran down the Carters Valley Fire Chief and he signed the agreement. He stated that he would get his president to sign it and I advised him that there was an urgency to get this signed and I was on my way to meet with the County Mayor to sign the documents. I told him I would stop and speak with his president and get his signature on the way. I stopped at Don's Tractor, and spoke to "Don" who is the president. He stated that he did not see why the document had to be signed by Carters Valley, and I explained to him this was an agreement between both fire departments. I told him it was the same agreement that was currently signed between the two departments. I explained to him that the signature of the County Mayor had to be added and that was the only way that our department would be insured to respond. He stated that he did not see where it was needed to have this agreement and he would not sign it. I then explained that should he not sign it, then we could not respond automatically to any fires in Carters Valley area. He stated that was fine, that they did not need it. Before I left, he stated that he did not see Carters Valley Fire Department signing such for but that he would take in front of the board. I left him with a copy, but not the originals. I told him that we would immediately cease all automatic aid response until this issue was resolved. He stated that was fine. This was at 2:00 pm on January 5th, 2010. I notified city hall of the response, and advised them I would go ahead and get the County Mayors signature on the forms so that should they change there minds, it would be ready to go. I immediately notified Hawkins County 911, County EMA Director, Goshen Valley Fire Chief Tony Fugate (who responds with us to the same calls), and attempted to notify Carters Valley Fire Chief, Michael Yates. I did not get in contact with him until later that evening, and he stated it would be the last Tuesday of the month before they met. He asked if he requested mutual aid, would we respond. I advised him that if a request were made for mutual aid over the radio, we would respond. I also notified, Mayor Lawson and Chief Jackson.

On 01-06-10, at aprox. 2:30 pm, I received an unwelcome visit from Chief Yates. He got upset with the secretaries at City Hall as well as with me. He asked why I had to notify everyone, and I advised him that it was my duty as the Fire Chief to protect the town and as long as there was any chance of us not being covered, I could not go along with a past agreement. I advised him, I only notified those parties directly affected by their president's decision and he should take it up with him. I explained to him all the documentation was ready, and only required their president's signature. He continued to

P2/2

be argumentative with me, at which time, I advised him, I did not care if the papers got signed or not. He went on to say that he had supported me and I shouldn't do him the way I was, at which time I explained to him, that Mount Carmel came first, I had to look after the town and my firefighters, and I would not jeopardize them getting hurt and not being covered. I immediately got in my vehicle and left before any further words were said.

Chief Chris Jones

A handwritten signature in black ink, appearing to read "Chris Jones", with a long, sweeping horizontal line extending to the right.

**INTERLOCAL AGREEMENT FOR
AUTOMATIC RESPONSE OF
FIRE and RESCUE SERVICES**

THIS AGREEMENT made and entered into as of the 22nd day of December, 2009, by and between the TOWN OF MOUNT CARMEL, hereinafter called "Mount Carmel" and CARTERS VALLEY VOLUNTEER FIRE DEPARTMENT, INC., a volunteer fire department in Hawkins County, hereinafter called "Carters Valley."

WHEREAS, *Tenn. Code Anno. §§ 12-9-101, et seq.*, authorizes public agencies of the State to enter into interlocal agreements; and

WHEREAS, *Tenn. Code Anno. §§ 6-54-601, et seq.*, specifically authorizes incorporated cities to enter into agreements with, among other agencies, private incorporated fire departments or organizations of residents and property owners of unincorporated communities for fire fighting assistance; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this agreement is to provide each of the parties through their cooperation, a predetermined plan by which each might render aid to the other as needed for fire fighting, rescue, or related technical support services under specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for Automatic Response with regard to fire fighting, rescue, or related technical support services to provide aid as needed to assure each party of adequate depth of protection.

NOW THEREFORE, pursuant to *Tenn. Code Anno. §§6-54-601 et seq. and Tenn. Code Anno. §§12-9-102 et seq.*, and in consideration of the mutual covenants contained herein, the parties agree as follows:

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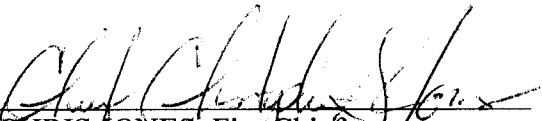
Exhibit A

3. This agreement shall be valid between the signed parties when the Mayor and Fire Chief of Mount Carmel, and the County Mayor of Hawkins County, and the President and Fire Chief of Carters Valley execute it pursuant to the ordinance/resolution of each party authorizing its representative to execute it.
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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above.

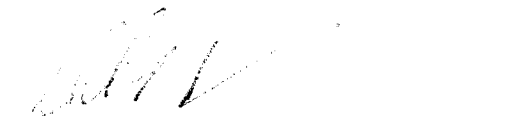
TOWN OF MOUNT CARMEL

By: 
Gary Lawson, Mayor

By: 
CHRIS JONES, Fire Chief

CARTERS VALLEY VOLUNTEER FIRE DEPARTMENT

By: 
Fire Department President

By: 
Fire Chief - Michael Yates

HAWKINS COUNTY

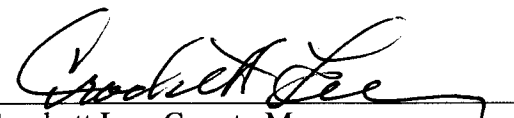
By: 
Crockett Lee, County Mayor

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2. The area inside the town limits of Mount Carmel north of Oak Street and north of Walnut Street.