

INTERLOCAL AGREEMENT

This Agreement is entered into on this ____ day of _____, 2023, by, between, and among THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan government organized and existing under the laws and constitution of the State of Tennessee (hereinafter "Metro"), the ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (hereinafter "NES"), and the WILLIAMSON COUNTY JOINT COMMUNICATIONS NETWORK AUTHORITY, a county entity organized and existing under the laws and Constitution of the State of Tennessee (hereinafter "WCJNA.").

WITNESSETH:

WHEREAS, Metro and NES (collectively referred to as the "Network Owners") have constructed a fully integrated, fiber communications network (hereinafter the "Network"); and

WHEREAS, Metro's Department of Information Technology Services now maintains said Network; and

WHEREAS, NES contributes funds to maintain the Network; and

WHEREAS, the Network Owners have established the Emergency Radio Management Committee ("MRAM" or "Committee") as the body charged with operational responsibility for the Network, associated with a shared digital/analog 700/800 MHz Motorola Radio System; and

WHEREAS, the Network is currently used for public safety purposes to enhance dispatching services and improve response; and

WHEREAS, WCJNA is a public agency, as that term is defined in Tennessee Code Annotated (T.C.A.), section 12-9-103; and

WHEREAS, Metro and WCJNA constructed separate multiprotocol label switching (MPLS) networks that consist of dark and leased fiber, microwave used for public safety purposes to enhance call delivery, call handling, and dispatching services to ultimately improve emergency response; and

WHEREAS, WCJNA has is responsible for promoting and providing public safety and related governmental services to Williamson County; and

WHEREAS, Metro and WCJNA wish to co-access each other's networks, enhancing Metro's and WCJNA's ability to share data to enhance call delivery, call handling, and dispatching services to ultimately improve emergency response; and

WHEREAS, NES has no objection and has agreed to permit WCJNA's use of the Network for the stated purposes; and

WHEREAS, T.C.A., section 12-9-101, et seq., grants to public agencies in Tennessee the authority to enter into interlocal agreements to achieve common objectives subject to the approval of their respective governing bodies by resolution.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. **Term of Agreement.** This Agreement shall take effect upon approval of the Council of The Metropolitan Government of Nashville and Davidson County and the Electric Power Board and upon its being fully executed by the parties and shall extend through June 30, 2028, unless terminated earlier as provided herein.
2. **Compensation.** There will be no fees for System access, usage, or any other services provided, by either Metro or WCJCN, due to the common benefit of the shared system controllers.

Both Metro and WCJCN shall individually:

- a) Be responsible for the procurement and maintenance of all communication infrastructure needed to connect the networks and all resources on their respective sides of the county boundaries for the connection(s) between the WCJCN Network and the Network.
- b) Be responsible for the procurement of all maintenance and repair services for their respective systems.

Additionally:

- a) NES shall utilize two existing fibers from 111 Westwood Place in Maryland Farms to the Metro Emergency Communications Center and two fibers from 111 Westwood Place to WCJCN to a preferred NES substation.
- b) WCJCN shall utilize four existing fibers from 5211 Maryland Way (Brentwood City Hall) into the WCJCN network.
- c) NES and WCJCN shall be individually responsible for the procurement and maintenance of the infrastructure needed to connect the networks on their respective sides detailed above.

3. **Termination.** The parties hereto may terminate this Agreement for any reason or no reason prior to the date stated in Section 1 by providing the other parties with three-hundred sixty-five (365) days written notice of termination. The parties may agree to terminate this Agreement at any time.

4. **Conditions.** Metro and WCJCN hereby agree to allow each other secure connectivity and access to their respective systems as provided in this Agreement and in accordance with the following conditions:

- a) Metro and the WCJCNA agree to maintain control of all subscriber access to their respective systems.
- b) WCJCNA is encouraged to send representatives to attend the regularly scheduled meetings of MRAM and all related sub-committees; however, as set forth by Executive Order, will have no voting privileges on those committees.
- c) Metro is encouraged to send representatives to attend the regularly scheduled meetings of the WCJCNA and all related sub-committees; however, will have no voting privileges on those committees.
- d) Metro and the WCJCNA shall use access to each other's networks solely for the purpose of providing public safety and governmental services. Further, Metro and WCJCNA shall not use the rights granted under this Agreement in any manner that disrupts or adversely affects in any way, the operation of either system.
- e) Metro and the WCJCNA shall immediately notify the other of any unauthorized or inappropriate use of their respective systems, or of a radio unit that is allowed to access the network under this Agreement.
- f) Metro and the WCJCNA shall maintain a complete and concise log of all persons who have possession and control of a device that is authorized to access either network and provide the other a copy of this record whenever requested.
- g) Metro and the WCJCNA shall make every reasonable effort to maintain secure custody and control of any device authorized to access the systems under this Agreement and ensure that only authorized persons have access to those devices. Either entity may conduct random checks of any of the other's devices with authorization to access the network(s).
- h) Anytime there is the potential to impact the other entities' network, only vendors that have been vetted and passed the Metro Nashville Police Department's background check process and are authorized by MRC and WCJCNA shall be allowed to perform programming, repairs, modifications, or alterations to the network. In the event of failure to comply with this condition, the offending entity shall be responsible for all costs related to remedying problems resulting from said noncompliance.
- i) Metro and the WCJCNA shall permit each other and/or their authorized agents and representatives to inspect the equipment used to provide direct access to their respective system(s) at any location where such equipment may be used.
- j) Metro and the WCJCNA shall permit each other and/or their authorized agents and representatives, unrestricted access to their respective network access sites where that party has equipment that is dedicated to their system, unless otherwise limited by lease or license agreement with a third-party property owner or site owner.
- k) Both Metro and WCJCNA understand that each entity is responsible to ensure their individual system is appropriately secured and maintained and that while total failure is unlikely, due to the complex nature of those systems, equipment failures while

11. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

12. Modification of Agreement. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

13. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

14. Waiver. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

15. Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act or other applicable law.

16. Operation of the System. It is the contemplation of the parties that the System Owners shall be solely responsible for the procurement, design and operation, of the system.

17. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, each party shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law against the other party.

18. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

19. Binding Effect. This Agreement shall not be binding upon the parties until it is approved by each party's governing body and signed by all parties hereto.

Last Item on Page.

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Agreement effective as of the date first written above.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

Stephen Martini
Stephen Martini, Director of Metro DEC

RECOMMENDED:

[Signature]
Director of Department of
Information Technology Services

WCJCA
APPROVED:

[Signature]
Chairman

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
WCJCA Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Jeanne Reed
Jeanne Reed, Acting Director
Department of Finance

10/12/2023
Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb
Director of Insurance
Metropolitan Government

7/31/2023 | 10:22:50 CDT
Date

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey
Assistant Metropolitan Attorney

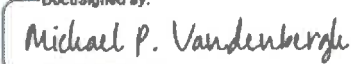
7/24/2023 | 09:16:11 PDT
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date

ELECTRIC POWER BOARD OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

By: 68C08652F51A405...
Michael Vandenberg, Chair of the Board

Date: 8/2/2023

DocuSigned by:

By: 41BFE46718614DE...
Don Hill, Executive VP & Chief Engineer

Date: 8/2/2023

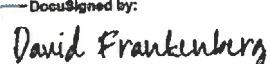
Approved as to Form and Legality:

DocuSigned by:

By: 80A8A1C6A07048C...
Laura Smith, Vice President & General Counsel

Date: 8/2/2023

Attest:

DocuSigned by:

By: 0AE47D2A19884AE...
David Frankenberg, Secretary

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 11/7/23X Resolution _____ Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, and the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, and the Williamson County Joint Communications Network Authority to grant access to each other's networks to improve emergency response services.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

<input type="checkbox"/> Bonds	<input type="checkbox"/> Contract Approval	<input type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> Budget - Pay Plan	<input type="checkbox"/> Donation	<input type="checkbox"/> Lease
<input type="checkbox"/> Budget - 4%	<input type="checkbox"/> Easement Abandonment	<input type="checkbox"/> Maps
<input type="checkbox"/> Capital Improvements	<input type="checkbox"/> Easement Accept/Acquisition	<input type="checkbox"/> Master List A&E
<input type="checkbox"/> Capital Outlay Notes	<input type="checkbox"/> Grant	<input type="checkbox"/> Settlement of Claims/Lawsuits
<input type="checkbox"/> Code Amendment	<input type="checkbox"/> Grant Application	<input type="checkbox"/> Street/Highway Improvements
<input type="checkbox"/> Condemnation	<input type="checkbox"/> Improvement Acc.	<input type="checkbox"/> Other: _____

FINANCE Amount +/-: \$ _____

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Match: \$ _____

Judgment and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: _____

Approved by OMB: _____

Date to Finance Director's Office: _____

Approved by Finance/Accounts: _____

APPROVED BY

Approved by Div Grants Coordination: _____

FINANCE DIRECTOR'S OFFICE: _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy