

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the EMERGENCY COMMUNICATIONS DISTRICT FOR NASHVILLE-DAVIDSON COUNTY, a municipality organized and existing under the laws of the State of Tennessee (hereinafter called "ECD"), and the METROPOLITAN GOVERNMENT OF NASHVILLE and DAVIDSON COUNTY, a municipality organized and existing under the laws and constitution of the State of Tennessee (hereinafter called "Metro").

WITNESSETH:

WHEREAS, ECD is engaged in securing for and providing to the public more efficient emergency service in the form of enhanced 911 services; and,

WHEREAS, Metro is engaged in a process to make improvements to the Department of Emergency Communications Center located at 2060 15th Avenue South, including finish upgrades, systems upgrades to include mechanical, electrical and plumbing, and modifications to common areas, bathrooms, and support spaces, (the "Improvements"); and,

WHEREAS, the improvements will significantly improve the scope and efficiency of the 911 services provided to the residents of Davidson County; and,

WHEREAS, Metro has requested some financial assistance from ECD to make the improvements that will directly and positively impact the 911 dispatch services; and,

WHEREAS, Metro officials have calculated that the cost of the improvements will exceed \$2,350,000; and,

WHEREAS, the ECD has agreed to fund a portion of the Improvements; and,

WHEREAS, it is in the public interest and within the scope of the authority of the ECD to contribute funding for the Improvements and support public-safety agencies; and,

WHEREAS, T.C.A. 7-86-106 grants ECD certain powers of a municipality under Tennessee law; and,

WHEREAS, T.C.A. 12-9-101, *et seq.*, grants Tennessee municipalities authority to enter into interlocal agreements to achieve common objectives subject to the approval of their respective governing bodies by resolution or otherwise as provided by law; and,

WHEREAS, Metro and ECD have entered into contracts in past years with satisfactory results.

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

1. Term of Agreement. This Agreement shall not take effect until the approval of the Metropolitan Council.

2. Compensation. The compensation required of the ECD shall not exceed \$2,350,000 to be allocated specifically as follows: \$1,300,000.00 - Renovation of 911 Operations; \$900,000.00 - Renovation of Common Areas; \$150,000.00 - Electrical Upgrades. The amounts specifically allocated may be adjusted by ECD among the specified Improvements. The funds shall be paid over to Metro pursuant to invoices received by ECD for the completion of the construction from the Department of General Services of Metro.

3. Termination. Either party may terminate this Agreement by providing the other party with ninety (90) days written notice of termination.

4. Services Provided. Metro hereby agrees to provide the following services in accordance with the terms and conditions set forth in this Agreement:

- A. By and through the Purchasing Agent, Metro agrees to use its purchasing procedures as set forth in Article 4 of the Code of Laws of the Metropolitan Government to award, draft, and administer a contract for purchase and construction of the Improvements. Metro shall provide to ECD a copy of the contract awarded for the purchase and construction of the Improvements.
- B. By and through the Metropolitan Department of General Services, Metro agrees to make the Improvements.
- C. By and through the Department of Emergency Communications and upon approval of the completion of the scope of the construction performed for which ECD has allocated compensation , Metro will be responsible for the acceptance of the Improvements.

5. Duties of Metro.

- A. Metro shall in good faith apply the compensation provided pursuant to paragraph 2 above to make the Improvements that will only benefit and improve the scope and efficiency of the 911 services provided to the residents of Davidson County, and none other.
- B. Metro shall complete to the full extent of the specifications and scope of the contract all Improvements for which ECD has provided funding.
- C. Metro shall permit ECD or its authorized agent to inspect the improvements at any time. Same shall not be disruptive to and shall be made in

consideration of the entire emergency communications system operated by Metro.

6. Notice. All notices, requests, demands, and other communications under this Agreement or in connection therewith shall be given to or be made upon the respective parties hereto as set forth on the page of this Agreement bearing the signature of the duly authorized officers of ECD and Metro in execution of this Agreement, or to such other address and to the attention of such other officer or persons as each of the parties hereto may specify by notice in writing to the other.

7. Contingent Fees. ECD hereby represents that ECD has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

8. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or -in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or an person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

9. Assignment--Consent Required. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of such assignment, no party shall be discharged or released from any of its obligations or duties contained herein.

10. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

11. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, or other cause of similar or dissimilar nature beyond its control.

12. Governing Law. The validity, construction, and effect of this Agreement, and any and all extensions and/or modifications thereof, shall be governed by the laws of the State of Tennessee.

13. 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 contract.

14. Modification of Agreement. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

15. 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.

16. 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.

17. Liability. In no event shall the ECD bear any liability for any loss, expense, attorneys' fees, or claims for injury or damages arising out of any act or omission in the performance of this Agreement on the part of the Metropolitan Government. Likewise, the Metropolitan Government shall bear no liability for any loss, expense, attorneys' fees, or claims for injury or damages arising out of any act or omission in the performance of this Agreement on the part of the ECD. It being the express intention of the parties hereto that neither should bear liability for injury or loss caused by the other party.

19. The improvements. It is the contemplation of the parties that Metro shall be solely responsible for the procurement, design, and operation of the improvements.

20. Binding Effect. This Agreement shall not be binding upon the parties until it is approved by the Metropolitan Council and signed by all parties hereto.

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.

EMERGENCY COMMUNICATIONS DISTRICT OF NASHVILLE AND DAVIDSON COUNTY:

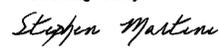
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Cleo Duckworth, Chairperson

DocuSigned by:   1/27/2021 | 3:05 PM CST
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Russell Freeman, Attorney

METROPOLITAN DEPARTMENT OF GENERAL SERVICES:

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Nancy Whittlemore, Director

METROPOLITAN DEPARTMENT OF EMERGENCY COMMUNICATIONS:

DocuSigned by:   1/28/2021 | 5:59 AM PST
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Stephen Martini, Director

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo, Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

METROPOLITAN CLERK:
