

RESOLUTION NO. _____

A resolution approving an interlocal agreement between the Emergency Communications District for Nashville and Davidson County and The Metropolitan Government of Nashville and Davidson County for the provision of services and reimbursement of costs pertaining to a Public Safety Answering Point (PSAP) in Davidson County.

WHEREAS, the Emergency Communications District for Metropolitan Nashville and Davidson County ("Emergency Communications District") was created by Ordinance No. 088-609; and,

WHEREAS, the Emergency Communications District has the powers of a municipality under Tennessee law by virtue of Tennessee Code Annotated section 7-86-106; and,

WHEREAS, the Metropolitan Government seeks to enter into an agreement with the Emergency Communications District whereby a Public Safety Answering Point will be provided for the area of the Metropolitan Government for the 2026-2027 fiscal year; and,

WHEREAS, under the agreement, the Metropolitan Government will provide certain services to the Emergency Communications District for the 2026-2027 fiscal year; and,

WHEREAS, under the agreement, the Emergency Communications District will reimburse the Metropolitan Government for certain costs; and,

WHEREAS, Tennessee Code Annotated Section 12-9-101, *et seq.*, grants political subdivisions of Tennessee the authority to enter into interlocal agreements to operate common projects and achieve common objectives subject to the approval of their respective governing bodies or otherwise as provided by law; and,

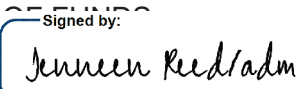
WHEREAS, it is in the best interest of the Metropolitan Government that the agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the agreement between The Metropolitan Government of Nashville and Davidson County and the Emergency Communications District for Metropolitan Nashville and Davidson County for the provision of a Public Safety Answering Point (PSAP) and reimbursement of costs for the 2026-2027 fiscal year, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan County Mayor is authorized to execute the same on behalf of the Metropolitan Government.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY


Signed by:
7CFBD5AE69C94AC...
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

CONTRACT FOR SERVICES

THIS AGREEMENT, effective the 1st day of July, 2026, is entered into 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 has purchased and made available the emergency communications equipment necessary to maintain and operate a Public Safety Answering Point (PSAP) in Davidson County, Tennessee; and

WHEREAS, the Metropolitan Government and ECD have previously contracted for certain services to be provided by the Metropolitan Government to operate the equipment provided by ECD; and

WHEREAS, the parties desire for said contracts to be continued;

WHEREAS, ECD has occasion to procure goods and services to carry out its statutory duties and ECD has no staff dedicated to procuring such goods and services; and

WHEREAS, Metro has an established Purchasing Division and is willing to offer the services of purchasing to ECD; and

WHEREAS, Tennessee Code Annotated 7-86-106 grants ECD the powers of a municipality under Tennessee law; and

WHEREAS, Tennessee Code Annotated 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 as provided by law;

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 begin July 1, 2026, and shall terminate on June 30, 2027. Either party may terminate this agreement at an earlier date by providing the other party with thirty (30) days written notice.
2. **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 Department of Emergency Communications (DEC), Metro agrees to

1. Operate the PSAP in support of providing public safety communication services;
2. Maintain the geographical Master Street Address Guide (geoMSAG).

B. By and through the Finance Department – Purchasing Division, Metro agrees to make procurement of goods and services for the ECD, upon ECD's request. These procurements shall include the functions of preparing and promulgating any Requests for Proposal (RFP) or Invitation to Bid (ITB) as may be deemed appropriate by the Purchasing Agent and the award and drafting and administering any resulting contract on behalf of ECD. In providing the services stated herein, the Purchasing Division shall comply with the provision of Article 4 of the Code of Laws of the Metropolitan Government ("Procurement Code") and any applicable regulations adopted thereunder.

ECD shall finance all procurements made on its behalf by Metro and shall own all goods, equipment and services procured by Metro on ECD's behalf. ECD shall fund incidental procurement costs such as printing, copying, mailing and other similar costs.

C. By and through the Department of General Services - Office of Fleet Management, Metro agrees to

1. Provide three (3) Class 1 vehicles for use by DEC. Metro shall retain ownership of all vehicles and equipment assigned to DEC.
2. Furnish qualified vehicle technicians to perform vehicle maintenance and repairs.
3. Provide shop service hours from 6:30 am to 11:00 pm five days per week except weekends and holidays.
4. Provide roadside assistance 24 hours per day, seven (7) days per week and 365 days per year.
5. Provide access to Metro fuel sites and fuel card commercial locations for 24 hour service.
6. Train DEC employees in the use of Metro fuel sites, fuel cards, and procedures to request vehicle maintenance and repairs.

7. Include the vehicles and equipment assigned to DEC in the annual OFM vehicle and equipment replacement program that is funded through Metro's 4% Fund.
3. Training. Metro shall arrange for and utilize qualified personnel and training material to instruct, train, and to otherwise assist in the establishment of any necessary training programs for Metro employees who will operate the emergency communications equipment and services. Accordingly, ECD shall reimburse Metro for all direct, indirect, and incidental costs incurred by Metro in obtaining training and materials, including overtime wage costs resulting from training.
4. DEC Backup Facility. Metro shall enter into a lease for a facility to serve as a backup center to the primary Emergency Communications Center. Accordingly, ECD shall reimburse Metro for monthly rental rates during the term of the lease of such facility upon approval of the Board of Directors of ECD. Reimbursements to Metro by ECD under the term of any facility lease shall not include any capital improvements, structural repairs or improvements, roof repairs, parking area repairs and maintenance, plumbing and sewer repairs, heating and air and/or duct and ventilation unit(s) repairs, or structures and electrical service and wiring repairs.
5. Telephone Services at Backup Center. Metro shall arrange for the telephone services needed to operate a backup Emergency Communications Center. Accordingly, ECD shall reimburse Metro for these telephone costs.
6. Compensation
 - A. The ECD shall reimburse DEC for expenses incurred in the provision of 911 services. These expenses shall include, but not be limited to, equipment and software necessary for the operation of the PSAP, maintenance and repair services, language interpretation services, dedicated phone circuits, uniforms, radios, cell phones, printing services, office supplies, property protection, rental of copiers and printers, furniture, pre-employment testing, internet services, postage, drug test fees, memberships to professional organizations, 911 education and outreach, and services awards & ceremonies for DEC employees. All reimbursed expenses must be permissible uses of 911 revenue.
 - B. Reimbursement for training expenses as set forth in paragraph 3 shall be made by the ECD upon receipt of invoices from Metro.
 - C. Reimbursement for building rental expenses as set forth in paragraph 4 shall be made by the ECD upon receipt of invoices from Metro.

- D. Reimbursement for telephone expenses as set forth in paragraph 5 shall be made by the ECD upon receipt of invoices from Metro.
- E. Reimbursement of fleet expenses as set forth in paragraph 2 C shall be made by the ECD upon receipt of invoices from Metro.
7. 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.
8. 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 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. 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 on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a 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.
10. 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.

11. 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.
12. 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 (as defined by the Center for Disease Control), or other cause of similar or dissimilar nature beyond its control.
13. 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.
14. 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.
15. 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.
16. 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.
17. Waiver. No waiver of any provision of this contract shall have 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.
18. 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. Effective Date. This agreement shall not be binding upon the parties until it is approved by the Metropolitan County 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.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

EMERGENCY COMMUNICATIONS
DISTRICT OF NASHVILLE AND
DAVIDSON COUNTY:

By:

By:

FREDDIE O'CONNELL, Mayor


Cleo Duckworth, ECD Chairperson

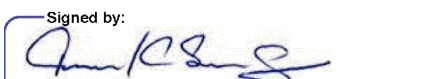
DEPARTMENT OF EMERGENCY
COMMUNICATIONS

APPROVED:


Director


Russell E. Freeman, Attorney for ECD

DEPARTMENT OF GENERAL SERVICES:

Signed by:

1675E1915AD347F...
Director

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

7CFBD5AE69C94AC...
Director
Metropolitan Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Signed by:

Cynthia Gross

9C04EE6FDD314C9...

Metropolitan Attorney

ATTEST:

Metropolitan Clerk