

INTERLOCAL AGREEMENT

This Agreement is entered into on this ____ day of _____, 2018, 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 "WCJCA").

WITNESSETH:

WHEREAS, Metro and NES (collectively referred to as the "System Owners") have constructed a fully integrated, digital/analog 800 MHz radio communications system (hereinafter the "System"); and

WHEREAS, Metro Radio Communications ("MRC"), a division of Metro's Department of Information Technology Services, now maintains said System; and

WHEREAS, NES contributes funds to maintain the System; and

WHEREAS, the System Owners have established the Emergency Radio Management Committee ("MRAM" or "Committee") as the body charged with operational responsibility for the System; and

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

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

WHEREAS, WCJCA has a duty to promote and provide public safety and related governmental services; and

WHEREAS, WCJCA is constructing a 12 site, multi-channel, 700/800 MHz Radio System, which it desires to interface directly with the Metro/NES system for system management and control (hereinafter referred to as "the WCJCA System"); and

WHEREAS, Metro operates and maintains the System which encompasses an eight site, multi-channel, 700/800 MHz Radio System, which it desires to interface directly with the WCJCA System for system management and control; and

WHEREAS, co-access to each other's system would enhance Metro's and WCJCNAs ability to discharge their duties for public safety and would also benefit Metro's and Williamson County's efforts to provide public safety; and

WHEREAS, NES has no objection and has agreed to permit WCJCNAs use of the System 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 or as otherwise provided by law.

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. This Agreement may be extended by written agreement.

2. Compensation. There will be no fees for System access, usage, or any other services provided, by either Metro or WCJCNAs, due to the common benefit of the shared system controllers.

Both Metro and WCJCNAs shall individually:

- a) Be responsible for the procurement of any subscriber units for their own use.
- b) Be responsible for the procurement and maintenance of all communication infrastructure needed to connect the systems and all resources on their respective sides of the county boundaries for the connection(s) between the WCJCNAs System and the System.
- c) Be responsible for the procurement of all maintenance and repair services for their respective systems.

Additionally:

- a) NES shall provide two fibers from 111 Westwood Place in Maryland Farms to the Metro Emergency Communications Center and two fibers from 111 Westwood Place to WCJCNAs to its preferred substation.
- b) WCJCNAs shall provide four fibers from 5211 Maryland Way (Brentwood City Hall) into the WCJCNAs core network.

c) NES and WCJCN shall be individually responsible for the procurement and maintenance of the infrastructure needed to connect the systems on their respective sides detailed above.

3. Termination. The parties hereto may terminate this Agreement prior to the date stated in Section 1 by providing the other parties with one-hundred eighty (180) 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) For all matters related directly to the System, WCJCN agrees to and will ensure strict compliance with all parts of the 800 MHz Radio System Standards, Protocols, and Procedures Manual, as developed and maintained by MRAM.

b) For all matters related directly to the WCJCN System, Metro agrees to and will ensure strict compliance with all parts of the Standards, Protocols, and Procedures, as developed and maintained by the WCJCN.

c) Metro and the WCJCN agree to maintain control of all subscriber access to their respective systems.

d) WCJCN is encouraged to send representatives to attend the regularly scheduled meetings of MRAM and all related sub-committees; however, as set forth in the Executive Orders of the Mayor of Nashville, WCJCN will have no voting privileges on those committees.

e) Metro is encouraged to send representatives to attend the regularly scheduled meetings of the WCJCN and all related sub-committees; however, Metro will have no voting privileges on those committees.

f) Metro and the WCJCN shall use access to each other's system solely for the purpose of providing public safety and governmental services. Further, Metro and WCJCN 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.

g) Metro and the WCJCN 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 system under this Agreement.

h) Metro and the WCJCN shall maintain a complete and concise log of all persons who have possession and control of a radio unit that is authorized to access either system and provide the other a copy of this record whenever requested.

i) Metro and the WCJCN shall make every reasonable effort to maintain secure custody and control of any radio unit authorized to access the systems under this Agreement, and ensure that only authorized persons have access to those radio units. Either entity may conduct random checks of any of the other's radio units with authorization to access the system(s).

j) Anytime there is the potential to impact the other entities' system, only vendors that have been vetted and passed the Metro Nashville Police Department's background check process, and are authorized by MRC and WCJCN shall be allowed to perform programming, repairs, modifications, or alterations to the radio system. 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.

k) Metro and the WCJCN 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.

l) Metro and the WCJCN shall permit each other and/or their authorized agents and representatives, unrestricted access to their respective tower 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 tower owner.

m) Both Metro and WCJCN 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 infrequent are indeed possible and could result in loss of radio communications. Metro and WCJCN understand that many conditions beyond either parties' control including weather, manufacturer defects, equipment failures from normal use, and other unforeseen conditions, could result in a total loss of radio communications for an extended period of time. In the event of equipment failure affecting both systems, the parties agree to cooperate in good faith to remedy the situation.

n) Both Metro and WCJCN understand that the system is composed of two core computer systems, with the Metro owned core serving as the master, and the WCJCN core serving as the backup. Both Metro and WCJCN understand and agree that the benefits of this configuration is beneficial to both parties and that regular testing of the failover redundancy is critical to the reliability of the system. Therefore, it is agreed by both Metro and WCJCN that the failover capabilities be tested once each calendar quarter to verify the operation and availability of the same.

o) Subject to the availability of funding by each parties' funding body, Metro and WCJCN understand and agree that both systems must maintain the same hardware and software versions by using Motorola's ASTRO 25 System Upgrade Agreement II (SUA II) if redundant system control is to be maintained, and that coordinated planning of system hardware and software upgrades is required to preserve redundant functionality and reliability.

p) Understanding the critical service this system provides, both Metro and WCJCN agree to secure their respective systems to a mutually agreed upon security standard which addresses the following areas: asset, change, and configuration management; identity and access management; threat and vulnerability management; auditing and logging; event and incident response, continuity of operations; and supply chain and external dependencies management.

q). Metro and WCJCN understand that failure to abide by any material terms and conditions set forth in this Agreement may result in the immediate suspension or revocation of access to either system.

5. 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 WCJCN 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.

6. Assignment--Consent Required. This Agreement may not be assigned by any of the parties without the prior written consent of the other parties hereto. In the event of such assignment, no party shall be discharged or released from any of its obligations or duties contained herein. NOTICE OF ASSIGNMENT BY WCJCN MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 700 SECOND AVENUE SOUTH, NASHVILLE, TN 37210; DIRECTOR OF GENERAL SERVICES, 730 SECOND AVENUE SOUTH, SUITE 201, P. O. BOX 196300, NASHVILLE, TN 37219; and to the Office of the General Counsel of Nashville Electric Service, 1214 Church Street, Nashville, TN 37203. NOTICE OF ASSIGNMENT BY METRO MUST BE SENT TO THE ATTENTION OF THE WCJCN CHAIRMAN, 304 BEASLEY DRIVE, FRANKLIN, TENNESSEE 37064.

7. 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.

8. Force Majeure. No party shall have any liability to any other party 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, or other cause of similar or dissimilar nature beyond its control.

9. 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.

10. Venue. Venue for any litigation arising out of this Agreement shall be in the Circuit or Chancery courts of Davidson County.

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.

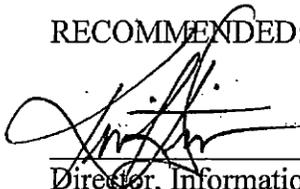
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IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Agreement effective as of the date first written above.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

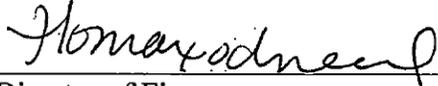
David Briley, Mayor

RECOMMENDED:



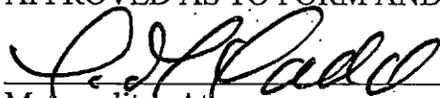
Director, Information Technology Services

APPROVED AS TO AVAILABILITY
OF FUNDS:



Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

ATTEST:

Metropolitan Clerk

APPROVED:

WILLIAMSON COUNTY JOINT
COMMUNICATIONS NETWORK AUTHORITY



WCJCA Board Chairman

APPROVED AS TO FORM AND LEGALITY



County Attorney

APPROVED FOR ACCESS TO THE SYSTEM

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

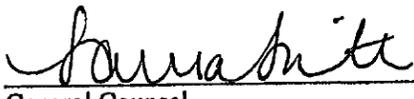
Not Required; Delegated to President & CEO by
EPB on 10/22/2014

Chairman



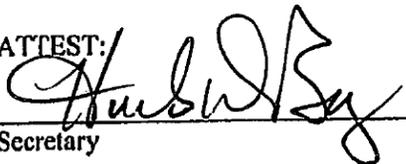
President and CEO

APPROVED AS TO FORM AND LEGALITY:



General Counsel

ATTEST:



Asst. Secretary