
**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE,
THE CITY OF BRENTWOOD AND THE CITY OF FRANKLIN**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter "County"), the **CITY OF BRENTWOOD**, (hereinafter "Brentwood"), and the **CITY OF FRANKLIN**, (hereinafter "Franklin"), concerning the creation and empowerment of a joint multi-jurisdictional communication network authority.

WHEREAS, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104 to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, *Tennessee Code Annotated*, Section 5-1-113 provides that Counties may enter into agreements, compacts or contractual relations with municipalities lying within the County's boundaries for the purpose of permitting the County and Municipalities to jointly conduct, operate or maintain necessary services or functions; and

WHEREAS, pursuant to the referenced code sections referenced above, the parties are authorized to create a separate entity to conduct joint or cooperative undertaking under the direction of a separate committee with representatives from the respective parties to this Agreement; and

WHEREAS, the parties to this Agreement are committed to providing efficient and effective support and delivery of public safety services to people who need assistance and to providing emergency response and law enforcement personnel with reliable, interoperable communications; and

WHEREAS, Franklin has invested in establishing infrastructure for an 800 MHz trunked radio system which will remain the property of Franklin; and

WHEREAS, the parties have determined the need for a joint communication network committee to oversee the expansion, maintenance, operation, and access of an 800 MHz trunked radio system with the intent to improve emergency dispatch and response throughout Williamson County; and

WHEREAS, the parties recognize that other joint communication networks may be needed in the future and that such networks have potential beneficial uses beyond public safety, such as school systems, parks, public works and utilities.

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

- 1. PURPOSE.** The purpose of this Agreement is to establish a joint communication network authority with a committee to initially be comprised of representatives of the originating parties to this Agreement and to empower the committee to oversee the establishment, expansion, maintenance, operation, and access of an 800 MHz trunked radio system and such other communication networks may as be necessary to carry out the intent of this Agreement, subject to the powers granted herein.
- 2. ESTABLISHMENT OF AUTHORITY.** By execution of this Agreement, the parties hereby create the multi-jurisdictional Williamson County Joint Communication Network Authority, (hereinafter "Authority"). The Authority will be governed by a nine member committee that shall serve as the governing, policy-setting body to oversee the activities of the Authority. The parties will act in good faith, and based on available resources, permit employees of the parties to assist and advise the committee overseeing the joint communication network.
- 3. CREATION OF COMMITTEE.** The Authority shall be controlled by a Committee of nine members, all of whom shall be citizens and residents of Williamson County, over the age of twenty-one years, who shall serve without compensation, in the manner and for the terms hereinafter provided. Committee membership shall include:
 - (A) The Director of the Williamson County Office of Public Safety or his or her designee;
 - (B) The Williamson County Sheriff or his or her designee;
 - (C) The County Mayor or his or her designee;

- (D) The Franklin Fire Chief or his or her designee;
- (E) The Franklin Chief of Police or his or her designee;
- (F) The Franklin City Administrator or his or her designee;
- (G) The Brentwood Fire Chief or his or her designee;
- (H) The Brentwood Chief of Police or his or her designee; and
- (I) The Brentwood City Manager or his or her designee.

Members serving on the Committee because of their public office shall serve until the public officer no longer serves in the capacity provided above. Members serving as a designee of a public officer shall serve until the public officer designates another person or decides to serve on the Committee himself/herself. The parties to this Agreement may agree by written agreement to expand or contract the number of members on the Committee.

4. AUTHORITY OF THE COMMITTEE. The Committee is hereby vested with the following authorities, to be exercised on behalf of the Authority:

- (A) Make and execute contracts and all other instruments for the performance of its duties and the exercise of the powers and functions granted to the Committee. Should the contract or other instrument require appropriation of funds from the parties to this Agreement, then any approval by the Committee shall be taken after approval of the appropriation by the parties to this Agreement or conditioned on approval of the appropriation by the parties;
- (B) Own, construct, acquire, expand, operate, maintain, and repair a multi-jurisdictional communication network;
- (C) Enter into agreements with other public agencies, the State of Tennessee, and the federal government concerning provision of communication network capabilities on the terms and conditions the Committee considers being in the best interest of the Authority. Should the agreement require appropriation of funds from the parties to this Agreement, then any approval by the Committee shall be taken after approval of the appropriation or conditioned on approval of the appropriation by the parties;
- (D) Acquire, by gift, grant, or purchase any real and personal property in connection with the acquisition and construction of a communications network and all related facilities and rights of way which it owns, operates and maintains or dispose of any such property which is no longer needed by the Authority;
- (E) Establish interoperability processes and procedures concerning the day to day operation and maintenance of the communication network;
- (F) Establish advisory groups or subcommittees to perform activities related to the operation or maintenance of the communication network or establish task forces to study any aspect of the communication network to report to the Committee of their findings. Members appointed to advisory group, subcommittee or task force do not need to be members of the Committee but shall be appointed by the Committee based on their area of expertise; and
- (G) To exercise all other rights, privileges, and powers necessary to fulfill the Committee's duties, obligations, or in furtherance of the Committee's purpose except those matters that require action by the governing legislative bodies of the parties.

5. LIMITATION ON COMMITTEE AUTHORITY. The Committee is not empowered to:

- (A) Assess, levy, or collect ad valorem taxes or any other taxes or fees unless specifically authorized by Federal or State law;
- (B) Issue general obligation bonds; or
- (C) Exercise the power of condemnation.

6. MEETING PROCEDURES. The Committee shall establish procedures for the operations and meetings of the Committee, including the election of a chair, vice chair and other positions deemed necessary by the Committee and establishing the frequency of meetings. The terms of office for the chair and other positions created by the Committee shall be one year. The vice chair shall serve as acting chair if the chair is absent or otherwise unavailable. Each Committee member shall be entitled to one vote. No measure may be passed without the vote of at least one member representing each of the three original parties to this Agreement. Voting by proxy shall not be permitted.

7. ANNUAL REPORT. In addition to the annual report required to be filed with the Tennessee Comptroller's Office, the Committee shall provide a written report to each governmental entity represented on the Committee detailing how the Committee discharged its duties and any recommendations or needs for the coming year.

8. FUNDING. The Committee, subject to approval of the parties' legislative bodies, will be adequately funded to carry out the duties and responsibilities as set out in this Agreement and under applicable law. The parties agree to act in good faith in seeking the appropriation of funds from their respective legislative bodies.

9. PROPERTY. Each party shall maintain ownership of its real and personal property owned at the time this Agreement is executed or purchased solely by the individual parties during the term of this Agreement. A party may dispose of any such property, provided that if the property is an essential component of the joint communication network, disposal may not occur until the Committee has approved a plan to replace the property, to purchase the property for use by the Authority, or to operate without the property. Property purchased by the Authority or as a joint purchase of the members, shall be held in the name of the Authority.

10. REIMBURSEMENT. Financing of joint projects by agreement shall be as provided by law.

11. TERM. Recognizing the financial contribution each party will make under this Agreement, this Agreement will continue until this Agreement is terminated in the manner provided herein.

12. TERMINATION.

(A) **Convenience.** The parties can agree to terminate this Agreement and dissolve the Authority upon unanimous affirmative vote of the parties. Each party shall maintain ownership in real and personal property that was owned by the party or purchased by the party. The parties shall in good faith, negotiate the transfer of ownership or disposal of any property owned by the Authority, subject to applicable law. The parties may agree by unanimous affirmative vote to transfer all ownership interest in any Authority owned property to a governmental entity that was not a member of the Authority. No further obligations or liabilities shall be imposed upon the withdrawing parties after dissolution of the Authority and termination of this Agreement for convenience.

(B) **Termination for Cause.** In the event a party believes it has cause to withdraw from this Agreement and terminate its participation on the Committee, it shall submit written notice to the Committee. The notice shall include the following information:

- (i) An explanation of the facts and circumstances causing the party to believe its withdrawal from this Agreement and termination of its participation on the Committee is necessary;
- (ii) A description of the probable financial impacts on the other parties from the requesting party's withdrawal;
- (iii) An explanation of whether the equipment or infrastructures owned by the requesting party currently being used as part of the communication network will continue to be used by the Authority; and
- (iv) A proposed withdrawal plan that will identify all necessary actions which need to be undertaken to effect the withdrawal of the party.

(C) **Act on Request of Termination for Cause.** Once the Committee receives the plan and other documentation required to be provided by a terminating party, the Committee and the withdrawing party will negotiate in good faith to arrive at a withdrawal plan which may include assessment of reasonable cost and continued use of infrastructure owned by the withdrawing party.

(D) **Cost and Obligations for Withdrawal.** In addition to being liable for its financial share of projects approved by the Committee prior to the receipt of the withdrawal request, the withdrawing party shall be liable for additional costs to the remaining parties arising out of or resulting from such withdrawal. The withdrawing party shall pay the amount to the Authority within 90 days after the effective date of the withdrawal.

(E) **Effect of Termination.** This Agreement shall continue in effect with respect to all parties that have not withdrawn unless the number of active parties is reduced so that only one party remains. As long as this Agreement remains in effect, any property that is held in the name of the Authority shall remain the property of the Authority.

13. ADDITION OF NEW PARTIES. The Committee may approve the addition of new parties to this Agreement and the terms and conditions of such addition by a two-thirds vote of the entire membership, provided that no such addition may take effect without the affirmative vote of at least one member representing each of the three original parties to this Agreement. The monetary amount to be charged to a new party shall be determined by the Committee upon consideration of relevant factors including past investment by the originating and current parties and the infrastructure and equipment the new party can contribute to the communication network. Notwithstanding any other provision of this Agreement, no new party shall be admitted to the Committee unless payment is received from the new party or payment arrangements acceptable to the Committee have been made by the new party for:

- (A) Any charges assessed by the Committee to recover a share of the planning and organizational costs of the Authority, and the purchase of real and personal property for the communication network.
- (B) Any additional costs incurred by the Authority to accommodate the addition of the new party.

14. INSURANCE. Each party shall be responsible for obtaining and maintaining its own liability and property related to this Agreement. Furthermore, the Authority shall obtain and maintain liability and property insurance against losses or liability associated with the operation of the joint communication network.

15. 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.

16. AUTHORITY TO ENTER INTO AGREEMENT. This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, et. seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

17. PUBLIC MEETING. All meetings of the Committee created pursuant to this Agreement shall be subject to the open meetings provisions of title 8, chapter 44, except, upon a majority vote of those members in attendance for the public portion of the meeting, the Committee may hold confidential, nonpublic executive sessions to discuss pending litigation and pending legal controversies or other purpose permissible under applicable law.

18. NOTICE. All notices under this Agreement shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Office of Public Safety Director
1320 West Main St., Suite B-25
Franklin, TN 37064

To: City of Brentwood
Attn: City Manager
5211 Maryland Way/P. O. Box 788
Brentwood, TN 37024

To: City of Franklin
Attn: City Administrator
103 3rd Avenue South
Franklin, TN 37064

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

19. GRANT AGREEMENT COMPLIANCE. The Committee shall comply with the terms of all grant agreements received by the Authority or on behalf of the Authority between a party to this Agreement and a state or federal entity.

20. MISCELLANEOUS.

a. **RELATIONSHIP.** In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

b. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

c. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

d. **Severability.** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

e. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies 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.

f. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

g. Assignment. The rights and obligations of this Agreement are not assignable.

h. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

i. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Williamson County, Tennessee:

City of Brentwood:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

County Attorney

City Attorney

City of Franklin

By: _____

Date: _____

Approved as to form and legality:

City Attorney



HISTORIC
FRANKLIN
TENNESSEE

ITEM #11
WRKS
07/08/14

MEMORANDUM

July 2, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *Eric*
Shauna Billingsley, City Attorney

SUBJECT: **Consideration of an Interlocal Agreement (COF Contract No. 2014-0081) between Williamson County, Tennessee, the City of Brentwood, and the City of Franklin creating and empowering a joint multi-jurisdictional communication network authority**

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an Interlocal Agreement between the City of Franklin, City of Brentwood, and Williamson County creating a joint multi-jurisdictional communication authority.

Background

In 2006, the City of Franklin implemented an 800 MHz radio system. The radio system provides highly reliable and effective communication support for public safety and other City services. The system has substantial capacity available that could support service beyond Franklin's borders, if additional tower sites were developed and added to the system. Currently, the City of Brentwood and Williamson County are operating on older radio system platforms (UHF). Due to the differing radio platforms, interoperability (the ability for radio communication to take place between agencies/departments) is limited. In fact, the most consistent and concerning critique from inter-jurisdictional emergency responses and preparedness drills is the inability of public safety entities and first responders to communicate effectively with one another through the radio system.

Over the past two years, representatives from the administration and public safety functions from the City of Franklin, City of Brentwood, and Williamson County (including Public Safety, Sheriff and Emergency Medical Services departments) have been meeting through a Public Safety Strategic Work Group with the goal to improve collaboration and overall service delivery among the various jurisdiction. This work group has identified the opportunity to work together to develop a true county-wide radio system based on the City of Franklin's existing 800 MHz radio system. In January 2014, the City of Franklin, City of Brentwood, Williamson County, and the Williamson County Emergency Communications District entered into an MOU to provide a framework between the entities that will allow a plan for a county-wide radio system to be developed. In order to effectively guide the development of the radio system it is recommended that a specific authority be created by Williamson County, the City of Brentwood and the City of Franklin to plan for and facilitate the decisions necessary to create a county-wide radio system. The interlocal agreement requires the approval from the respective governing bodies of each entity. The Authority will be governed by a committee, which includes representation from the County (Public Safety Director, Sheriff, and County Mayor or their designee), the City of Brentwood (Fire Chief, Police Chief and City Manager or their designees), and the City of Franklin (Fire Chief, Police Chief, and City Administrator or their designees).

In addition to providing radio service throughout Williamson County, the 800MHz radio system could also be linked to the Metro Nashville-Davidson County radio system, which operates on a similar platform. In addition to extending the "reach" of the system, connecting to the Metro system would have the mutual benefit of providing



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redundancy to each system. This opportunity will need to be developed further and would also be the subject of another interlocal agreement.

Financial Impact

While the establishment of the Authority (COF Contract No. 2014-0081) for this joint cooperative undertaking has no direct financial impact, the plan to establish the county-wide radio system will likely have capital investment requirements for the individual jurisdiction. These expenditures would be subject to the approval of their respective legislative bodies. The City of Franklin would maintain ownership of its existing 800 MHz radio system components (tower sites and equipment).

Options

The Board may approve, modify or decline to adopt the proposed Interlocal Agreement.

Recommendation

Approval of the Interlocal Agreement (COF Contract No. 2014-0081) between the City of Franklin, City of Brentwood, and Williamson County establishing a joint multijurisdictional communication network authority is recommended.