

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BLOUNT COUNTY, TENNESSEE, CITY OF ALCOA AND
THE BLOUNT COUNTY EMERGENCY COMMUNICATIONS DISTRICT OF
BLOUNT COUNTY, TENNESSEE
TO PURCHASE SPILLMAN TECHNOLOGIES, INC. SERVER**

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individual holds at the time this Agreement is signed.

WHEREAS, the parties to this agreement employ and use Spillman Technologies, Inc. public safety software and hardware relative to the communications between the various law enforcement agencies and emergency management agencies in Blount County, Tennessee; and

WHEREAS, the main production server for the services described above is currently located at the 911 Center operated by the Blount County Emergency Communications District of Blount County, Tennessee ; and

WHEREAS, all parties to this agreement feel it is desirable and necessary to the ongoing wellbeing of Blount County and the municipalities therein to have a failover server that acts as a backup to the main production server to provide for continued operation of the public safety software and communications in the event of power failures, fiber network outages, equipment problems or main server downtime; and

WHEREAS, a quote has been obtained from Spillman Technologies, Inc. to purchase a failover server and the configuration services to install the same for a purchase price of \$62,285; and

WHEREAS, the parties have agreed that the equipment will be purchased and owned by Blount County and housed at the Blount County Justice Center and the use of said equipment will be shared by the parties to the agreement; and

WHEREAS, the parties have agreed to share in the cost of said equipment from Spillman Technologies, Inc., by Blount County paying \$42,200, the City of Alcoa and E-911 District paying \$10,042.50 each.

NOW, THEREFORE, in consideration of the premises cited herein and the mutual covenants contained herein, the parties agree to the following:

1. Blount County will purchase from Spillman Technologies, Inc., the failover server and configuration services for the quoted price of \$62,285. Blount County will front the entire purchase price and make the purchase of this equipment.
2. The City of Alcoa and the Blount County Emergency Communications District shall each reimburse Blount County the sum of \$10,042.50 upon the purchase being completed.

3. The failover server and equipment shall be installed at the Blount County Justice Center and will be used for the benefit of all parties to the agreement to provide continued use and access to the public safety software operations in the event of power failures, fiber network outages, equipment problems, main server downtime at the 911 center or any other reason that requires the implementation of the failover server.
4. This Interlocal Agreement is subject to the approval of the governing bodies of Blount County and the City of Alcoa and the governing board of the Blount County Emergency Communications District of Blount County, Tennessee, and the agreement shall be executed by each entity upon approval of their appropriate governing body.

IN WITNESS WHEREOF, the parties by their duly authorized representatives designated by the following signatures:

ED MITCHELL, MAYOR
BLOUNT COUNTY, TENNESSEE

DATE: _____

MARK JOHNSON, CITY MANAGER
CITY OF ALCOA

DATE: _____

WILLIAM R. BREWER, JR., CHAIRMAN
BLOUNT COUNTY EMERGENCY
COMMUNICATIONS DISTRICT OF
BLOUNT COUNTY, TENNESSEE

DATE: _____

APPROVED AS TO FORM:

CRAIG L. GARRETT, ATTORNEY
Attorney for Blount County, Tennessee

DATE: _____

, ATTORNEY
Attorney for City of Alcoa, Tennessee

DATE: _____