

AGREEMENT NO: 190050
PROJECT IDENTIFICATION NO: 125652.00
FEDERAL PROJECT NO: N/A
STATE PROJECT NO: 99111-4604-04
State of Tennessee Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Nashville (hereinafter called the "Agency").

W I I N E S S E I H:

WHEREAS, the Department desires to install traffic data collection equipment within the jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said traffic data collection equipment desires to cooperate with the Department such that the traffic data collection equipment may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into agreement to provide performance of the project.

SECTION I: The Project to be performed is described as follows:

"I-440 Traffic Operational Deployment of Blue Toad Spectra Power over Ethernet (PoE) Data Collection Devices, See Exhibit A Attached for Locations"

SECTION II: The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this contract. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this agreement and subject the Agency to the repayment of all state funds expended, or expenses incurred, under this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RECOMMENDED BY:

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: Mark A. Sturtevant
Mark Sturtevant, Director
Department of Public Works

BY: _____
Clay Bright
Commissioner

APPROVED AS TO AND
AVAILABILITY OF FUNDS

APPROVED AS TO FORM AND
LEGALITY

BY: Talia Lomax-O'dneal
Talia Lomax-O'dneal, Director
Department of Finance

BY: _____
John H. Reinbold
General Counsel

APPROVED AS TO FORM AND
LEGALITY

BY: R. J. Padd
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

BY: _____
David Briley
Metropolitan County Mayor

ATTEST, this the _____ day of
_____, 20 _____.

BY: _____
Metropolitan Clerk

APPROVED AS TO RISK AND
INSURANCE

BY: BJC/N
Director of Insurance