RESOLUTION NO. RS2019 - 101

A resolution approving an intergovernmental agreement by and between the State of Tennessee, Department of Transportation and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for a Signal Maintenance Agreement for West Trinity Lane (State Route 65) from Dickerson Pike (State Route 11) to West of Hampton Road, Federal Project No. HSIP-65(22), State Project No. 19043-3241-94, PIN 125526.06 (Prop. No. 2019M-038AG-001)

WHEREAS, certain routes in the Metropolitan Government of Nashville and Davidson County ("Metro") have been designated as eligible for Federal and State Aid Funds; and,

WHEREAS, the Tennessee Department of Transportation desires to assist Metro by installing pedestrian overhead signals and upgrading existing pedestrian signal equipment on West Trinity Lane (State Route 65) from Dickerson Pike (State Route 11) to West of Hampton Road, Federal Project No. HSIP-65(22), State Project No. 19021-3241-94; and ,

WHEREAS, in exchange for the installation and upgrade of these signal devices, Metro will cooperate with TDOT during the installation and upon completion of the installation, accept and maintain said devices; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this intergovernmental agreement be approved.

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

Section 1. That the intergovernmental agreement by and between the State of Tennessee, Department of Transportation and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for a Signal Maintenance Agreement for the installation of pedestrian overhead signal devices and the upgrade of existing pedestrian signal equipment, Agreement No. 190233, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the agreement may be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Mark Sturtevant, Director
Department of Public Works

INTRODUCED BY:

_____

_____

_____
Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Kathleen D Murphy

Kathleen Murphy

Councilmember, District 24

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Angie E. Henderson

Angie Henderson

Councilmember, District 34

AGREEMENT NO: 190233
PROJECT IDENTIFICATION NO: 125526.06
FEDERAL PROJECT NO: HSIP-65(22)
STATE PROJECT NO: 19043-3241-94
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 T N E S S E T H:

WHEREAS, the Department desires to install new pedestrian signals and upgrade existing pedestrian signals 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 signal desires to cooperate with the Department such that the traffic signal 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:

"SR-65 (W Trinity Lane) from SR-11 (Dickerson Pike) to West of Hampton St"

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:

BY: _____
Mark Sturtevant, Director
Department of Public Works

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Clay Bright
Commissioner

APPROVED AS TO AND AVAILABILITY OF FUNDS

BY: _____
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY

BY: _____
John H. Reinbold
General Counsel

APPROVED AS TO FORM AND LEGALITY

BY: _____
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BY: _____
John Cooper
Metropolitan County Mayor

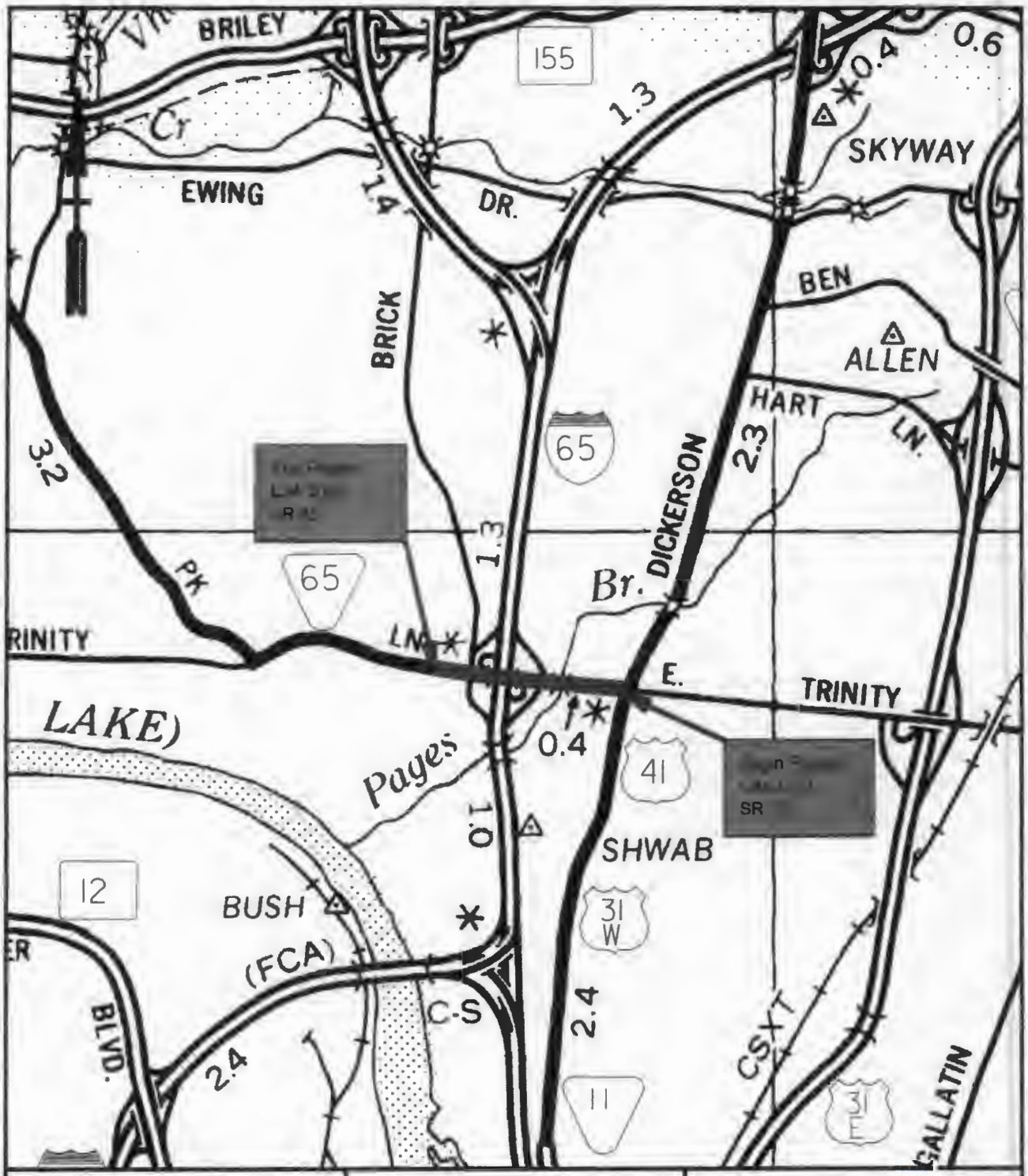
ATTEST, this the _____ day of

_____, 20 _____.

BY: _____
Metropolitan Clerk

APPROVED AS TO RISK AND INSURANCE

BY: _____
Director of Insurance



TN TDOT Department of Transportation	LOCATION MAP	SR 65 From SR 11 to W. of Hampton St. Davidson County
		P/N: 125526.06 and 125526.07
		Scale: 1" = 0.5 MILES / Date: 3/22/19