

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NASHVILLE DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE,
THE PLANNING DEPARTMENT OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY, THE METROPOLITAN TRANSIT AUTHORITY OF NASHVILLE AND DAVIDSON COUNTY,
AND THE REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE**

The purpose of this Memorandum of Understanding (MOU) between the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), the Planning Department of the Metropolitan Government of Nashville and Davidson County (Metro Planning), the Metropolitan Transit Authority of Nashville and Davidson County (MTA), and the Regional Transportation Authority of Middle Tennessee (RTA) (collectively “the Parties” or individually “a Party”) is to establish the Parties’ mutual understanding of their respective responsibilities in the development of a Multimodal Mobility Master Plan. The Parties have procured Kimley-Horn and Associates (the Consultant) to develop a Multimodal Mobility Master Plan. The collaborative effort between the Parties to execute the goals laid out in this MOU shall be referred to as the “Project.”

I. Structure and Purpose of Project:

- A. Project Purpose:** The Multimodal Mobility Master Plan is a comprehensive effort to integrate different modal plans including the following: 1) Access Nashville 2040; 2) Major and Collector Street Plan (MCSP); 3) WeGo’s nMotion Transit Strategic Plan (nMotion); 4) NDOT’s WalknBike; 5) Metro Nashville Transportation Plan; and 6) the Vision Zero Action and Implementation Plans. The effort will identify inconsistencies between the different modal plans, address any gaps, create a layered network with an updated street plan, and generate a program of priority projects for implementation. It will also identify and address transit planning and operational tasks, specific agency needs, and transit improvements for local service in Nashville, and for regional transit service in the Middle Tennessee area.
- B. Project Lead:** The Project will be led by NDOT. Overall Project management and public communication of Project-related events, findings, recommendations, and publications will be conducted by NDOT. The Parties will provide Project documentation to outside third parties when requested in accordance with The Tennessee Public Records Act requirements. The Parties will notify each other of any such request. Although NDOT will be the overall Project lead, MTA will be solely responsible for the management and development of transit related tasks and deliverables leading to the update of the nMotion Transit Plan, and solely responsible for the approval of final work product and deliverables for these tasks.
- C. Administrative Lead:** The Administrative Lead for the Project will be MTA. This role (more specifically enumerated below) will include the following: 1) executing funding agreements with outside funding partners including the Federal Transit Administration and the Greater Nashville Regional Council; 2) conducting competitive procurement activities in accordance with applicable Federal, State and Local requirements; 3) contracting activities with selected consultants; and 4) support for auditing of the Project and Project-related expenses by regulatory entities (or their duly established external auditors) including but not limited to the Federal Transit Administration and Federal Highway Administration of the United States Department of Transportation;

Tennessee Department of Transportation; and Metropolitan Government of Nashville and Davidson County.

II. Funding Breakdown of the Parties

The below listed breakdown represents the funding each party anticipates contributing toward the Project. It is estimated and anticipated that over the course of the Project the parties will allocate funds over \$500,000.00 between departments. This memorandum of understanding shall serve as the necessary memorandum of understanding under Metro Code § 5.04.060.

NDOT - \$650,000

MTA - \$550,000

RTA - \$ 300,000

Metro Planning Department - \$600,000

III. Responsibilities of the Parties

A. NDOT

1. Manage the overall Project, including day-to-day direction of enlisted consulting staff, acceptance of deliverables, and approvals of invoicing and payments to MTA in accordance with established payment term.
2. Establish overall project schedules, deliverables, and payment milestones with selected contractor(s).
3. Develop specific payment milestones for Project funding partners (MTA, RTA, and Metro Planning) based on scope task assignment among partners.
4. Provide necessary Project and contract documentation, as necessary, to MTA to support MTA grant contracts and ensuing audits.
5. Coordinate and compile feedback on deliverables from all Project partners.
6. Lead in the planning, scheduling, and communications related to public engagement for the Project, including any advisory groups and public meetings associated with the Project.
7. Serve as lead spokesperson for Project progress and reporting.
8. Provide prompt payment to MTA for approved invoices reflecting any NDOT funding shares in accordance with payment milestones.

B. MTA

1. Enter into funding agreements for the Project with outside funding partners including but not limited to the United States Department of Transportation, Tennessee Department of Transportation, Metropolitan Government of Nashville and Davidson County, and the Greater Nashville Regional Council.
2. Invoice NDOT for NDOT's Project cost shares in accordance with the Project budget and payment milestones.
3. Conduct Project consultant solicitation support services through its Procurement function in accordance with Local, State and Federal requirements.
4. Serve as the contracting agency with the selected consulting team.
5. Administer State and Federal transit grants being utilized to fund a portion of Project expenses.
6. Provide staff support, as available, for any public meetings that may arise during the course of the Project and subsequent to the Project as requested by NDOT.

7. Provide timely feedback on any draft reporting, work papers, and interim recommendations that may be developed as precursors to final reports.
8. Promote any public activities that may arise during the Project through its usual public communication channels (website, social media feeds, etc.) as may be requested by NDOT.
9. Manage the development of specific transit tasks pertaining to the update of WeGo's nMotion Transit Plan.
10. Provide final approval for any work product or deliverables developed by the Consultant, including invoicing, specific to transit tasks.

C. RTA

1. Provide timely feedback on any draft reporting, work papers, and interim recommendations that may be developed as precursors to final reports.
2. Promote any public activities that may arise during the Project through its usual public communication channels (website, social media feeds, etc.) as may be requested by NDOT.
3. Manage the development of specific transit tasks pertaining to the regional components of WeGo's nMotion Transit Plan.
4. Provide final approval for any work product or deliverables developed by the Consultant, including invoicing, specific to regional transit tasks.

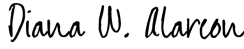
D. Metro Planning

1. Provide NDOT and consultant(s) with relevant data necessary to support the work plan.
2. Serve, along with other Project partners, in an advisory role to NDOT and the consulting team for the duration of the Project.
3. Provide staff support, as available, for any public meetings during the Project and subsequent thereto as requested by NDOT.
4. Provide timely feedback on any draft reporting, work papers, and interim recommendations that may be developed as precursors to final reports.
5. Promote any public activities that may arise during the Project through its usual public communication channels (website, social media feeds, etc.) as may be requested by NDOT.

IV. General Terms

1. Compliance with Applicable Laws and Regulations: The Parties agree to follow applicable Federal, State and Local codes, ordinances, and regulations.
2. Collaboration: The Parties have met and agreed to collaborate to complete the Project.
3. Effective Date and Term: This MOU shall not be binding upon the Parties until it has been signed first by the below Parties and then approved by the Metropolitan Council. When it has been approved by the Metropolitan Council, this agreement shall be effective. This agreement will end on July 24th 2026. The parties can extend for an additional year in one-year increments not to exceed a total of five years collectively.
4. Modification and Amendment: Any modifications, amendments, renewals, or extensions must be in writing, signed, and approved by all Parties who signed and approved this MOU.
5. Intention of the Parties: This document is a non-binding Memorandum of Understanding intended to set forth the understanding among the Parties and does not create a contractual obligation or otherwise bind the Parties.

NASHVILLE DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE & DAVIDSON COUNTY

DocuSigned by:

CCA6046554D9461...
Diana Alarcon, Director
12/2/2024
Date: _____

METROPOLITAN TRANSIT AUTHORITY OF
NASHVILLE & DAVIDSON COUNTY

Signed by:

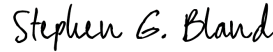
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Stephen G. Bland, Chief Executive Officer
12/2/2024
Date: _____

METRO NASHVILLE PLANNING DEPARTMENT

Signed by:

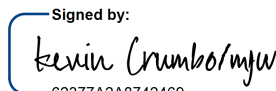
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Lucy Kempf, Executive Director
12/2/2024
Date: _____

REGIONAL TRANSPORTATION AUTHORITY
OF MIDDLE TENNESSEE

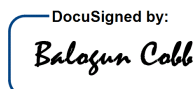
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Stephen G. Bland, Chief Executive Officer
12/2/2024
Date: _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

62377A2A8742469...
Kevin Crumbo, Director
Department of Finance
12/2/2024
Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

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68804BE12ED741C...
Director of Insurance
Metropolitan Government
12/2/2024
Date

APPROVED AS TO FORM AND LEGALITY:

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AB977FA986F6421...
Assistant Metropolitan Attorney
12/3/2024
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date