

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 21 day of OCT, 2021, by and between the City of Forest Hills (“Forest Hills”) and the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, (“NDOT”) for public infrastructure improvements..

WITNESSETH:

WHEREAS, Forest Hills’ right-of-way encompasses a portion of the intersection of Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, Metro’s right-of-way also encompasses a portion of the intersection of Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, Forest Hills wishes to construct and maintain a raised intersection at Lynnwood Boulevard and Tyne Boulevard; and,

WHEREAS, Metro’s Department of Transportation and Multimodal Infrastructure staff have reviewed the raised intersection design at the intersection of Lynnwood Boulevard and Tyne Boulevard and recommend that Forest Hills move forward with construction and maintenance.

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

1. Term of Agreement. This Agreement shall become effective upon execution by all the parties hereto. This Agreement shall not take effect until approval of the Metropolitan Council.

2. Compensation. Forest Hills shall be solely responsible for all costs associated with the construction of the raised intersection infrastructure.

3. Termination. Either party may terminate this Agreement prior to the issuance of a notice to proceed (NTP) to begin construction work.

4. Duties of Forest Hills

A. Forest Hills shall provide a full set of completed engineering design and construction documents for the raised intersection public infrastructure improvements, approved, sealed, and signed by a civil engineer licensed to practice engineering in the State of Tennessee, for Metro’s review and approval. Forest Hills shall obtain written approval (in the form of a letter or stamped approval of the design and construction documents) from Metro of all construction work prior to commencing construction.

B. Forest Hills shall be responsible for all the construction and installation of the raised intersection public infrastructure improvements. Forest Hills shall bear full responsibility for any and all acts or omissions of those engaged in work on behalf of Forest Hills.

C. Forest Hills, to the extent permitted by law, shall indemnify, defend, and hold the Metropolitan Government harmless from any and all claims, liability, damages, loss, cost, and expense of every type whatsoever, including, without limitation, attorney fees and expenses, in connection with Forest Hills' performance under this agreement. To the extent caused by Forest Hills, or anyone for whose acts Forest Hills may be liable, Forest Hills shall be liable for such claims, liability, damage, loss, cost, or expense, as permitted by law, whether due to sickness, personal injury, death, or disease, or the loss or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom.

D. Forest Hills shall permit Metro to regularly inspect the progress of the construction and installations of public infrastructure improvements.

E. Upon completion of the raised intersection public infrastructure improvements, Forest Hills shall be responsible for the ongoing maintenance associated with the public infrastructure improvements.

5. Duties of Metro

A. Metro shall review and approve in writing (by letter or by stamped approval on the plans) design plans for a raised intersection at Lynnwood Boulevard and Tyne Boulevard.

B. Metro shall allow the City of Forest Hills to conduct work in Metro right-of-way for activities related to the construction and maintenance of a raised intersection at the intersection of Lynnwood Boulevard and Tyne Boulevard.

C. In no event shall Metro share in cost in the construction, installation, or maintenance of the public infrastructure improvements.

6. Notice. All notices, requests, demands, and other communications under this Agreement or in connection therewith shall be given to or be made upon the respective parties hereto as set forth on the page of this Agreement bearing the signature of the duly authorized officers of Forest Hills and Metro in execution of this Agreement, or to such other address and to the attention of such other officer or persons as each of the parties hereto may specify by notice in writing to the other.

7. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or an person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil

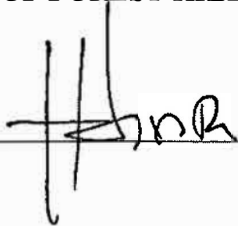
or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

8. Assignment--Consent Required. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of such assignment, no party shall be discharged or released from any of its obligations or duties contained herein.
9. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
10. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
11. Governing Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
12. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
13. Modification of Agreement. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
14. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
15. Waiver. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. Binding Effect. This Agreement shall not be binding upon the parties until it is approved by the Metropolitan Council and signed by all parties hereto.
17. Ownership of Intersection. Forest Hills and Metro agree that this Agreement shall not alter their respective ownership rights in the rights of way at the intersection of Lynnwood Boulevard and Tyne Boulevard or Metro's ownership of the streets located therein, or their

maintenance obligations to same. This Agreement relates only to the raised intersection public infrastructure improvements to be constructed and maintained by Forest Hills.


IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Agreement effective as of the date first written above.

**CITY OF FOREST HILLS:**

  
\_\_\_\_\_  
Mayor

**THE METROPOLITAN GOVERNMENT OF NASHVILLE and DAVIDSON COUNTY:**

**NASHVILLE DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE:**

  
\_\_\_\_\_  
Director

**METROPOLITAN MAYOR:**

\_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF FUNDS:**

  
\_\_\_\_\_  
Finance Director

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Metropolitan Attorney

**METROPOLITAN CLERK:**

\_\_\_\_\_



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department  
Metro Office Building  
800 Second Avenue South  
Nashville, Tennessee 37201

November 1, 2021

To: Marty Sewell, NDOT

**Re: Tyne and Lynnwood Raised Intersection Agreement**  
**Planning Commission Mandatory Referral #2021M-032AG-001**  
Council District #34 – Angie Henderson, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

*A request for an agreement between the City of Forest Hills and the Metropolitan Government of Nashville and Davidson County, through the Nashville Department of Transportation and Multimodal Infrastructure, ("NDOT") for public infrastructure improvements (see sketch for details).*

**Conditions that apply to this approval: None.**

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or [615-862-7208](tel:615-862-7208).

Sincerely,

A handwritten signature in cursive script that reads "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department

cc: Metro Clerk, Elizabeth Waites

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