

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/21/25X Resolution _____ Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution approving an intergovernmental agreement by and between the Metropolitan Government of Nashville and Davidson County, by and through the Department of Information Technology Services ("ITS"), and the State of Tennessee, Department of Transportation ("TDOT"), for the installation and maintenance of private license use facilities on the rights-of-way and highways under the jurisdiction of the State.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

☐ Bonds	☐ Contract Approval	☐ Intergovernmental Agreement
☐ Budget - Pay Plan	☐ Donation	☐ Lease
☐ Budget - 4%	☐ Easement Abandonment	☐ Maps
☐ Capital Improvements	☐ Easement Accept/Acquisition	☐ Master List A&E
☐ Capital Outlay Notes	☐ Grant	☐ Settlement of Claims/Lawsuits
☐ Code Amendment	☐ Grant Application	☐ Street/Highway Improvements
☐ Condemnation	☐ Improvement Acc.	☐ Other: _____

FINANCE Amount +/-: \$ _____

Funding Source: ☐ Capital Improvement Budget
☐ Capital Outlay Notes
☐ Departmental/Agency Budget
☐ Funds to Metro
☐ General Obligation Bonds
☐ Grant
☒ Increased Revenue Sources

Approved by OMB: EJ

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Match: \$ _____

☐ Judgment and Losses
☐ Local Government Investment Project
☐ Revenue Bonds
☐ Self-Insured Liability
☐ Solid Waste Reserve
☐ Unappropriated Fund Balance
☐ 4% Fund
☐ Other: _____

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

RESOLUTION NO. _____

A resolution approving an intergovernmental agreement by and between the Metropolitan Government of Nashville and Davidson County, by and through the Department of Information Technology Services ("ITS"), and the State of Tennessee, Department of Transportation ("TDOT"), for the installation and maintenance of private license use facilities on the rights-of-way and highways under the jurisdiction of the State.

WHEREAS, as described in the general agreement attached hereto and incorporated by reference, the parties seek to enter into a general agreement for the installation and maintenance of private license use facilities, including ITS fiber installations, on the rights-of-way and highways under the jurisdiction of the State; and,

WHEREAS, as described in the general agreement attached hereto and incorporated by reference, ITS has provided TDOT with a continuous bond to guarantee its performance and to cover any separate private license agreement issued under said general agreement such that no separate bond will be required of Metro for such private license agreements; and,

WHEREAS, Tennessee Code Annotated Section 12-9-104(a)(2)(b) authorizes the Metropolitan Government to enter into intergovernmental agreements with the State of Tennessee by resolution; and,

WHEREAS, it is in the interest of the Metropolitan Government of Nashville and Davidson County that this 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 between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, by and through the Department of Information Technology Services, attached hereto and incorporated by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its final passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

DocuSigned by:

John Griffey

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John Griffey, Director
Department of Information Technology
Services

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:

Jenneen Reed/adm

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Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Erica Haber

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Assistant Metropolitan Attorney



GENERAL AGREEMENT – Private License Installations

THIS AGREEMENT is made and entered into on this ____ day of _____, 20____ by and between the State of Tennessee acting through its Department of Transportation, hereinafter referred to as the "State", and **the Metropolitan Government of Nashville and Davidson County, by and through the Department of Information Technology Services ("ITS")**, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, the State issues private license agreements for the use and occupancy of state highway rights-of-way by utility facilities, to owners thereof, and

WHEREAS, the Owner regularly uses or intends to use said rights-of-way for said purpose; and

WHEREAS, the parties wish to provide a method for the expeditious approval of individual applications for said purpose.

NOW, THEREFORE, in consideration of the premises, the parties enter into the following agreement:

1. The Owner is hereby authorized to install and maintain private license utility facilities on the rights-of-way of highways under the jurisdiction of the State in accordance with the State's publication entitled *Rules and Regulations For Accommodating Utilities Within Highway Rights-of-Way*, which is incorporated herein by reference and made a part of this agreement, upon approval by the State. Such installations include, but are not limited to, ITS fiber installations and other installations of utility facilities that are devoted exclusively to Owner's use.
2. Before commencing any work the Owner shall, if required by the aforesaid publication, submit plans showing the location, type and scope of all work to be performed to the proper Utilities Coordinator for the State. Such plans, when approved in writing by the State, shall be document in a private license agreement evidencing authorization for performance of the work in accordance with the plans. The Owner must obtain prior written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in said plans.
3. Where the Owner's facilities cross the State's controlled access rights-of-way, access for servicing such facilities will be by:
 - (a) Frontage roads where provided;
 - (b) Nearby or adjacent public roads or streets; or
 - (c) Trails along or near the right-of-way boundary lines.

It is further understood that the Owner may service such facilities from, and park its vehicles or equipment at, such points within the rights-of-way as may be necessary under extraordinary conditions or under circumstances requiring emergency operations for the safety and welfare of the public. When such service is required, the Owner shall notify the State as soon as practicable before beginning work. In the case of an emergency, notice may be given the next business day after beginning work.

4. The Owner shall reimburse the State for the salary and expenses of any inspector the State may assign to the site of any work being performed under this agreement.
5. The Owner shall replace or repair, in accordance with the State's Standard Specifications for Road and Bridge Construction and any instructions which may be issued by the State, any portion of the pavement, shoulders, bridges, private driveways, access ramps, or other parts of said rights-of-way which may be damaged by its activities, and in the event such replacements or repairs are not made in accordance with the State's Standard Specifications for Road and Bridge Construction in a manner satisfactory to the State, the Owner agrees that the State may make additional replacements or repairs at the expense of the Owner.
6. If the Owner's continued use of said rights-of-way for its utility facilities would prevent subsequent construction, reconstruction or maintenance of the adjacent roadway, or if such use becomes an unreasonable interference with public uses of said rights-of-way for vehicular or pedestrian travel in the opinion of the State, the Owner agrees to promptly remove or relocate said facilities. The Owner shall bear the costs of such removals or relocations unless relieved by law.
7. Before beginning work, the Owner shall be responsible for determining if there are any conflicts with any structures or utility facilities that are on the rights-of-way where the work is to be done and shall notify the owners thereof of any conflicts and secure permission for any alterations before beginning or resuming work.
8. The State does not grant the Owner any right, title or claim to any rights-of-way in granting any approval, and does not agree to assume the maintenance of the Owner's facilities.
9. It is agreed that any specific private license agreement issued under the terms of this agreement shall become void if any work contemplated under this agreement is not commenced within a year from the date that specific private license agreement is approved.
10. It is agreed that in issuing some specific private license agreements, special provisions will need to be designated by the State. Such special provisions will be detailed by the State when it approves the plans of the Owner, and the Owner hereby agrees to abide by such special provisions in addition to the provisions of this agreement. If there is a conflict between the provisions of this agreement and a special provision, the special provision shall govern.
11. The Owner agrees to its faithful performance of this agreement and the satisfactory replacement, repair and maintenance of disturbed highway facilities for a period of six (6) months after completion and acceptance by the State of each project accomplished pursuant to this agreement.

12. The Owner has provided the State with a continuous bond, **Bond No. 108129508**, for the stipulated amount of

Two Hundred Fifty Thousand (\$250,000) Dollars
(*amount to be commensurate with overall work performed under this agreement*)

to guarantee its performance in accordance with the terms of this agreement. Said bond provides for its cancellation upon 30 days' notice to the State. In this event, the privileges set forth in this agreement shall be suspended until satisfactory alternative bond arrangements have been provided to the State. No separate bond shall be required for any private license agreement issued under this general agreement.

13. Owner shall assume all liability for claims arising out of conduct on the part of the Owner for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, for up to the limits for which it can be held liable for such conduct under the applicable act, arising from its conduct under this agreement. In addition, Owner shall require that any contractor of Owner that performs any work on the State's property shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work and shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
14. In the event of any suit or claim arising from this agreement, the Owner shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Owner written notice of any such claim or suit, and the Owner shall have full right and obligation to conduct the Owner's own defense thereof. Nothing contained herein shall be deemed to accord to the Owner, through its attorney(s), the right to represent the State in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.
15. All work on State right-of-way shall be in compliance with federal, state and local law and regulations.
16. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways. The Owner is responsible for providing traffic control for its work zones in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, the State may order the Owner to stop work until proper traffic control is put in place.
17. The State may terminate this agreement at any time. The State will endeavor to provide advance notice of the need for termination.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials in three original counterparts on the day and date hereinabove written.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY,
DEPARTMENT OF INFORMATION TECHNOLOGY
SERVICES**

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

RECOMMENDED BY:

DocuSigned by:

John Griffey

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John Griffey

**Director, Department of
Information Technology Services**

BY: _____

**Will Reid
Commissioner**

APPROVED AS TO FORM & LEGALITY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

Jenneen Reed/adm

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**Jenneen Reed, Director
Department of Finance**

BY: _____

**Leslie South
General Counsel**

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Erica Haber

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Assistant Metropolitan Attorney

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Mayor

ATTEST:

Metropolitan Clerk

Date