

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“the Agreement”) is between the City of Belle Meade (“Belle Meade”) and the Metropolitan Government of Nashville and Davidson County (“Metro”), through the Nashville Department of Transportation and Multimodal Infrastructure (“NDOT”) (collectively, “the Parties”).

WITNESSETH:

WHEREAS, Belle Meade owns the traffic signalization equipment at the intersection of Harding Place and Belle Meade Boulevard (the “Intersection”), within the corporate boundaries of Belle Meade; and,

WHEREAS, NDOT operates and maintains the traffic signalization equipment for purposes of coordination with NDOT’s nearly 900 traffic signals; and,

WHEREAS, NDOT and Belle Meade agree that the traffic signalization equipment at the Intersection, along with the entire Intersection itself, should be redesigned and reconstructed to enhance both safety and efficiency for roadway users of all modes (hereinafter, the “Traffic Signal and Intersection Improvement Project”); and,

WHEREAS, NDOT and Belle Meade agree that it is in the Parties’ best interests for NDOT to manage the design and construction of the Traffic Signal and Intersection Improvement Project through existing Indefinite Delivery/Indefinite Quantity contracts 6501353 and 6515493, respectively; and,

WHEREAS, NDOT and Belle Meade agree that it is in the Parties’ best interests for Belle Meade to fund the Traffic Signal and Intersection Improvement Project at an estimated cost of \$30,000.00 and \$550,000.00 respectively. These values are subject to change as design progresses.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement, and the duties and responsibilities of the Parties hereunder, shall take effect upon approval of the Council of the Metropolitan Government of Nashville and Davidson County, and shall extend through December 31, 2033. Either party may terminate this Agreement at an earlier date by providing the other party with thirty (30) days’ written notice.

2. **Duties of Metro.**

A. Metro, through NDOT, shall manage the design and construction of the Traffic Signal and Intersection Improvement Project at the Intersection.

B. Metro shall receive final approval of the design from Belle Meade prior to progressing to construction.

3. **Duties of Belle Meade.**

A. Belle Meade shall be responsible for all costs and expenses associated with the design and construction of the Traffic Signal and Intersection Improvement Project at the Intersection. The parties will enter into a written amendment or separate agreement regarding funding.

B. Belle Meade shall permit NDOT access to regularly inspect the traffic signalization equipment.

4. **Compensation.** Belle Meade shall be solely responsible for all costs and expenses associated with the design and construction of the Traffic Signal and Intersection Improvement Project for the duration of this Agreement.

5. **Ownership of the Intersection.** The Parties agree that this Agreement shall not in any affect or alter their respective ownership rights in the public right-of-way at the Intersection. This Agreement relates only to the Traffic Signal and Intersection Improvement Project .

6. **Contingent Fees.** Belle Meade hereby represents that it has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards.

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 thereof. 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 a 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 Agreement, a breach of ethical standards.

8. **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 Belle Meade 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.

9. **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.

10. **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.

11. **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, nature, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, epidemic, pandemic, 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.

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. **Liability.** In no event shall the Metropolitan Government bear any liability for any loss, expense, attorneys' fees or claims for injury or damages arising out of any act or omission in the performance of this Agreement by Belle Meade.

17. **Maintenance of Records.** The books, records, and documents of Belle Meade, as they relate to any work done or money received or disbursed under this Agreement, shall be maintained for a period of three (3) years from the date of the final payment, and shall be subject to audit at any reasonable time by the Metropolitan Government, the Metropolitan Auditor, or private audit firms under contract with and representing the Metropolitan Government. The records shall be maintained in accordance with generally accepted accounting principles.


18. **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.

IN WITNESS WHEREOF, the Parties agree to this Agreement and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of signature duly authorized to execute this Agreement.

[Signature Page Follows]

CITY OF BELLE MEADE


RECOMMENDED BY:

DocuSigned by:

AC74F1CC700F4DA...
Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

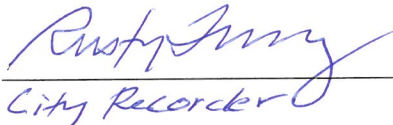
APPROVED:


Mayor


APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

62377A2A8742469...
Kevin Crumbo, Director
Department of Finance

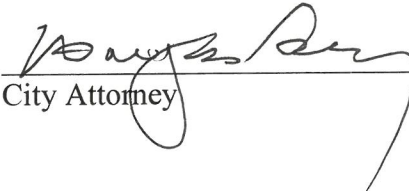
ATTEST:


City Recorder

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

D4F54A5815BD454...
Assistant Metropolitan Attorney

APPROVED AS TO FORM AND LEGALITY:


City Attorney

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

Freddie O'Connell, Mayor

ATTEST:

Metropolitan Clerk

